Welcome to the City of St. Petersburg City Council meeting. To assist the City Council in conducting the City’s business, we ask that you observe the following:

1. If you are speaking under the Public Hearings, Appeals or Open Forum sections of the agenda, please observe the time limits indicated on the agenda.

2. Placards and posters are not permitted in the Chamber. Applause is not permitted except in connection with Awards and Presentations.

3. Please do not address Council from your seat. If asked by Council to speak to an issue, please do so from the podium.

4. Please do not pass notes to Council during the meeting.

5. Please be courteous to other members of the audience by keeping side conversations to a minimum.

6. The Fire Code prohibits anyone from standing in the aisles or in the back of the room.

7. If other seating is available, please do not occupy the seats reserved for individuals who are deaf/hard of hearing.

GENERAL AGENDA INFORMATION

For your convenience, a copy of the agenda material is available for your review at the Main Library, 3745 Ninth Avenue North, and at the City Clerk’s Office, 1st Floor, City Hall, 175 Fifth Street North, on the Monday preceding the regularly scheduled Council meeting. The agenda and backup material is also posted on the City’s website at www.stpete.org and generally electronically updated the Friday preceding the meeting and again the day preceding the meeting. The updated agenda and backup material can be viewed at all St. Petersburg libraries. An updated copy is also available on the podium outside Council Chamber at the start of the Council meeting.

If you are deaf/hard of hearing and require the services of an interpreter, please call our TDD number, 892-5259, or the Florida Relay Service at 711 as soon as possible. The City requests at least 72 hours advance notice, prior to the scheduled meeting, and every effort will be made to provide that service for you. If you are a person with a disability who needs an accommodation in order to participate in this/these proceedings or have any questions, please contact the City Clerk’s Office at 893-7448.
A. Meeting Called to Order and Roll Call.

Invocation and Pledge to the Flag of the United States of America.

B. Approval of Agenda with Additions and Deletions.

C. Consent Agenda (see attached)

Open Forum

If you wish to address City Council on subjects other than public hearing or quasi-judicial items listed on this agenda, please sign up with the Clerk prior to the meeting. Only the individual wishing to speak may sign the Open Forum sheet and only City residents, owners of property in the City, owners of businesses in the City or their employees may speak. All issues discussed under Open Forum must be limited to issues related to the City of St. Petersburg government.

Speakers will be called to address Council according to the order in which they sign the Open Forum sheet. In order to provide an opportunity for all citizens to address Council, each individual will be given three (3) minutes. The nature of the speakers’ comments will determine the manner in which the response will be provided. The response will be provided by City staff and may be in the form of a letter or a follow-up phone call depending on the request.

D. New Ordinances - (First Reading of Title and Setting of Public Hearing)

Setting December 7, 2017 as the public hearing date for the following proposed Ordinance(s):

1. Ordinance in accordance with Section 1.02(c)(3), St. Petersburg City Charter, authorizing the grant of a Public Utility Easement to Duke Energy Florida, Inc., a Florida corporation, d/b/a Duke Energy, within the 31st Street South Sports Complex located at 4801 - 31st Street South, St. Petersburg.

2. Ordinance amending Division 4 of Section 22, St. Petersburg City Code, concerning the Supplemental Firefighter’s Retirement Plan (‘Plan’) to effect changes made in the collective bargaining agreement between the City and the St. Petersburg Association of Firefighters (‘SPAFF’) by 1) providing for the inclusion of Driver Engineer pay and certain overtime pay in the determination of a firefighter’s pensionable earnings and 2) changing the eligibility for a normal retirement benefit to age 55 or the attainment of 25 years of service.

E. Reports

1. Sewer Report

2. Foundation for a Healthy St. Petersburg - (Tentative)

3. Lease Agreement for Historic Manhattan Casino
(a) Resolution recommending City Council approval of the proposed disposition of Block 1, Lot 2, Dome Industrial Subdivision (Historic Manhattan Casino) by a Lease Agreement ("Disposition") for a term of five (5) years, with three (3) optional renewal terms of five (5) years each, to Callaloo Group, LLC, a Florida limited liability company, and finding the Disposition consistent with the South St. Petersburg Community Redevelopment Plan.

4. Sunken Gardens Forever Foundation

5. A resolution authorizing the Mayor, or his designee, to execute a Second Amendment to the Lease and Development Agreement with Tampa Bay Innovation Center, operated by STAR-TEC Enterprises, Inc., a Florida non-profit corporation, for use of City-owned property located at the southwest corner of 4th Street South and 11th Avenue South.

F. New Business

G. Council Committee Reports

1. Homeless Leadership Board - (Oral) (Councilmember Foster) [DELETED]

2. Public Arts Commission - (Oral) (Councilmember Kornell)

3. Tampa Bay Regional Planning Council - (Oral) (Councilmember Kornell)

4. Public Services & Infrastructure Committee (11/9/17)

5. Budget, Finance & Taxation Committee (11/9/17)

   (a) Ordinance relating to utility rates; amending Chapter 27, subsections 27-405 (b) (1) amending the stormwater utility fee; providing for severability of provisions; providing an explanation of words struck through and underlined; establishing a date to begin calculating new rates for billing purposes.

   (b) Ordinance relating to utility rates and charges; amending Chapter 27, subsections 27-141 (a), 27-144 (c), 27-146 (d), 27-177 (a), and 27-283 (a) of the St. Petersburg City Code; amending volume charges for water service; amending volume charges for irrigation only accounts; amending monthly charges for commercial water only accounts; amending reclaimed water rates and charges; amending base and volume charges for wastewater service; providing for severability of provisions; providing an explanation of words struck through and underlined; establishing a date to begin calculating new rates for billing purposes.

   (c) Resolution of the City Council of the City of St. Petersburg, Florida amending and restating the definition of the Project as provided in Resolution 2017-280; making certain covenants and agreements in connection therewith.

H. Legal

I. Public Hearings and Quasi-Judicial Proceedings - 6:00 P.M.

Public Hearings

NOTE: The following Public Hearing items have been submitted for consideration by the City Council. If you wish to speak on any of the Public Hearing items, please obtain one of the
YELLOW cards from the containers on the wall outside of Council Chamber, fill it out as directed, and present it to the Clerk. You will be given 3 minutes ONLY to state your position on any item but may address more than one item.

1. Confirming the preliminary assessment for Lot Clearing Number(s): LCA 1583.

2. Confirming the preliminary assessment for Building Securing Number(s) SEC 1229.

3. Confirming the preliminary assessment for Building Demolition Number(s) DMO 455.

4. Confirming and approving preliminary assessment rolls for Lot Clearing No. 1581 as liens against the respective real property on which the costs were incurred; providing that said liens have a priority as established by City Code Section 16.40.060.4.4; providing for an interest rate on unpaid balances; authorizing the Mayor or his designee to execute and record notice(s) of lien(s) in the public records of the County; superseding resolution 2017-554.

5. Ordinance 1103-V approving a vacation of 2nd Street North between 99th Avenue North and Gandy Boulevard. (City File 17-33000016)

6. Ordinance 1104-V restating the approval of a vacation of Plaza Comercio in order to correct a scriveners error, to supercede and replace Ordinance 1057-V, to declare the sketch of the area to be vacated as attached to and incorporated into Ordinance 1057-V to be null and void, memorializing the proper vacation of an 80-foot wide unimproved right-of-way through a corrected and accurate attached and incorporated sketch, said area of vacation situated north of Savona Drive and east of San Merino Boulevard Northeast. (City File 13-33000016)

7. Ordinance 1105-V approving a vacation of an 8-foot by 71-foot portion of Elm Street Northeast located immediately adjacent to the east of Lot 1, Snell & Hamletts North Shore Addition Revised Replat Block 68, extending north from the east-west alley in the block. (City File 17-33000015)

8. Ordinance 306-H repealing and superseding ordinances 300-H and 302-H for the purpose of implementing campaign finance reform for municipal elections in the City of St. Petersburg; making findings regarding foreign influence, super-PAC funding, and disclosure in municipal elections; amending the city Code to impose limits on contributions and expenditures related to municipal elections involving super PACs and foreign-influenced entities and to require increased disclosure of campaign finance matters related to municipal elections. [DELETED]

9. Ordinance 307-H of the City of St. Petersburg amending Chapter 20, Article IV, Division 2, handbills, to delete the definitions of commercial handbill and noncommercial handbill; deleting charges for commercial handbill distribution.

10. Ordinance 308-H enacting year-end appropriation adjustments for Fiscal Year 2017 for the operating Budget and Capital Improvement Program Budget and adjustments to the Fiscal Year 2018 budget.

11. Ordinance 309-H of the City of St. Petersburg amending the City Code to add a definition of low-flow toilet; adding low-flow toilets to required plumbing systems and equipment for residential dwelling units; adding a requirement that all residential dwelling units have attic insulation of R-30 or better rating. [DELETED]
Quasi-Judicial Proceedings

Swearing in of witnesses. Representatives of City Administration, the applicant/appellant, opponents, and members of the public who wish to speak at the public hearing must declare that he or she will testify truthfully by taking an oath or affirmation in the following form:

"Do you swear or affirm that the evidence you are about to give will be the truth, the whole truth, and nothing but the truth?"

The oath or affirmation will be administered prior to the presentation of testimony and will be administered in mass to those who wish to speak. Persons who submit cards to speak after the administration of the oath, who have not been previously sworn, will be sworn prior to speaking. For detailed procedures to be followed for Quasi-Judicial Proceedings, please see yellow sheet attached to this agenda.

12. Ordinance 107-HL approving the owner-initiated designation of Kenwood Section-Seminole Park Local Historic District as a local historic district to be listed in the St. Petersburg Register of Historic Places. (City File HPC 17-90300003)

13. Ordinance 106-HL approving the owner-initiated designation of North Shore Section-200 Block of 10th Avenue Northeast Local Historic District as a local historic district to be listed in the St. Petersburg Register of Historic Places. (City File HPC 17-90300004)

Public Hearings

NOTE: The following Public Hearing items have been submitted for consideration by the City Council. If you wish to speak on any of the Public Hearing items, please obtain one of the YELLOW cards from the containers on the wall outside of Council Chamber, fill it out as directed, and present it to the Clerk. You will be given 3 minutes ONLY to state your position on any item but may address more than one item.

14. Ordinance 294-H amending Article V of the St. Petersburg City Code by adding Division 8, entitled Living Wage Requirements for Major Contracts, to provide for implementation of a minimum hourly wage for employees of certain contractors and subcontractors; providing findings; providing for definitions; prohibiting retaliation against employees for exercising their rights pursuant to this ordinance; providing remedies for aggrieved employees through the City’s wage theft ordinance; providing for penalties; providing for monitoring effectiveness of this ordinance following implementation.

J. Open Forum

K. Adjournment
1. City Council Convenes as Community Redevelopment Agency.

2. Approval of a Resolution finding 1) that the disposition of Block 1, Lot 2, Dome Industrial Subdivision (Historic Manhattan Casino) by a Lease Agreement ("Disposition") for a term of five (5) years, with three (3) optional renewal terms of five (5) years each, to Callaloo Group, LLC, a Florida limited liability company, is consistent with the South St. Petersburg Community Redevelopment Plan; and 2) recommending approval of the Disposition to the City Council of the City of St. Petersburg, Florida; authorizing the Executive Director or his designee to execute all documents necessary to effectuate this Resolution; and providing an effective date.

3. Adjournment of the Community Redevelopment Agency and Reconvening of City Council
NOTE: The Consent Agenda contains normal, routine business items that are very likely to be approved by the City Council by a single motion. Council questions on these items were answered prior to the meeting. Each Councilmember may, however, defer any item for added discussion at a later time.

(Procurement)

1. **Accepting a bid from Kamminga & Roodvoets, Inc., for the Oak Street Drainage Improvements, in the amount of $1,276,186, (Engineering Project No. 15046-110, Oracle Project No. 14923).**

2. **Approving the renewal of blanket purchase agreements with Mader Electric, Inc. and Apollo Construction & Engineering Services, Inc. for Industrial Maintenance & Repair Services for the Water Resources Department, at an estimated annual cost of $200,000, for a total contract amount of $700,000.**

3. **Accepting a proposal from Bibliotheca, LLC, a sole source supplier for radio frequency identification (RFID) services for the St. Petersburg Library System, at a total cost of $521,020.10; rescinding unencumbered appropriations in the amount of $36,500 from the General Library Improvements FY18 Project (16160) in the Recreation and Culture Capital Improvement Fund (3029); and approving a supplemental appropriation in the amount of $36,500 from the unappropriated balance of the Recreation and Culture Capital Improvement Fund (3029) resulting from the above rescission to the Radio Frequency Id System Project (15110).**

(City Development)

(Leisure Services)

(Public Works)

4. **Authorizing the Mayor or his designee to execute an Interlocal Agreement (“Agreement”) between the City of St. Petersburg (the “City”) and Pinellas County (the “County”) wherein the County will provide one-half of the funding up to a maximum of $700,000 for the construction of Oak Street Storm Drainage Improvements, (Engineering Project No. 15046-110, Oracle No. 14923) and all other documents necessary to effectuate the Agreement; approving a supplemental appropriation in the amount of $340,000 from the increase in the unappropriated balance of the Stormwater Drainage Capital Projects Fund (4013) resulting from these additional revenues, to the Gandy Blvd & Oak Street NE SDI Project (14923).**

(Appointments)
5. Authorizing the Mayor or his designee to execute a one year agreement in the amount of $521,501.76 between the School Board of Pinellas County, Florida and the City of St Petersburg for the continuation of the School Resource Officer Program in the public school system of Pinellas County, and to execute all other documents necessary to effectuate this transaction.
NOTE: The Consent Agenda contains normal, routine business items that are very likely to be approved by the City Council by a single motion. Council questions on these items were answered prior to the meeting. Each Councilmember may, however, defer any item for added discussion at a later time.

(Procurement)

1. Approving a contract with Kompan, Inc., in an amount not to exceed $150,000, for design-build services for a natural-feel playground at the Boyd Hill Nature Preserve, (Engineering Project No. 17210-017, Oracle Project No. 15661); and providing an effective date.

2. Accepting a proposal from R.C. Beach & Assoc., Inc., a sole source supplier, for reclaimed water pump services for the Water Resources Department, at a total cost of $138,295.

(City Development)

3. A resolution authorizing the Mayor, or his designee, to execute a five (5) year License Agreement with Pam Piper to fence a minor portion of a City-owned property located at approximately 5022 Parrish Lane, Safety Harbor, for the City’s 36-Inch Water Transmission Main for an annual fee of $50.00.

4. A resolution authorizing the Mayor, or his designee, to execute a Second Amendment to the Lease and Development Agreement with Tampa Bay Innovation Center, operated by STAR-TEC Enterprises, Inc., a Florida non-profit corporation, for use of City-owned property located at the southwest corner of 4th Street South and 11th Avenue South. [MOVED TO REPORTS AS E-5]

(Leisure Services)

(Liberal Works)

5. Authorizing the Mayor or his designee to execute a Local Agency Program Agreement between the City of St. Petersburg, Florida and the State of Florida Department of Transportation (“FDOT”) for participation by FDOT in the design activities of the Treasure Island Causeway Project, Phase 2 (“Project”) in an amount not to exceed $68,962 (FDOT Financial Project No. 415743 1 38 01).

6. Authorizing the Mayor or his designee to execute Amendment No. 2 to Task Order No. 12-04-LWES/GC (“Task Order”) to the architect/engineering agreement dated July 23, 2014 between the City of St. Petersburg (“City”) and Land & Water Engineering Science, Inc. (“A/E”) for A/E to provide construction phase services for the Oak Street Stormwater Drainage Improvements Project in an amount not to exceed $19,769, providing that the
7. Authorizing the Mayor or his designee to execute Revision No. 1 to Task Order No. 1401-URS/LA ("Task Order") to the Architect/Engineering Agreement dated July 9, 2014 between the City of St. Petersburg, Florida ("City") and AECOM (formerly, URS Corporate Southern) to use the allowance in the amount of $4,000 for irrigation plans for the I-275 Underpass at 22nd Street South Project for a total Task Order not to exceed $59,866.29 (Engineering Project No. 16032-119; Oracle No. 14609).

8. Authorizing the Mayor or his designee to execute Amendment No. 1 to Task Order No. 17-01-AE/SEM ("Task Order") to the architect/engineering agreement dated August 1, 2017 between the City of St. Petersburg ("City") and Affiliated Engineers SE, Inc. ("A/E"), for commissioning services for the Police Facility / EOC Project in an amount not to exceed $192,293, providing that the total Task Order, as amended, shall not exceed $196,989; (Engineering Project No. 11234-018; Oracle No. 12847)

9. Authorizing the Mayor or his designee to execute Amendment No. 1 to Task Order No. 12-07-GH/W ("Task Order") as revised to the architect/engineering agreement dated November 20, 2012 between the City of St. Petersburg, Florida ("City") and Greeley and Hansen, LLC ("A/E") for A/E to provide additional design services and re-modelling services for the Cosme Optimization Design Project in an amount not to exceed $65,723, providing that the total Task Order, as amended, shall not exceed $518,196 (Engineering Project No. 15060-111; Oracle No. 14789).

10. Authorizing the Mayor or his designee to execute Task Order No. 16-03-AUS/W to the architect/engineering agreement dated December 13, 2016 between the City of St. Petersburg, Florida ("City") and Arcadis U.S. Inc. ("A/E") for A/E to provide design and permitting services for the Oberly Pumping Station and Chemical Injection Project in an amount not to exceed $99,260 (Engineering Project No. 17106-111; Oracle No. 16059).

11. Authorizing the Mayor or his designee to execute Amendment No. 2 to Task Order No. CID-15-04-CBA, ("Task Order") as amended to the architect/engineering agreement dated December 23, 2015, between the City of St. Petersburg, Florida ("City") and Canerday, Belfsky and Arroyo, Inc. ("A/E") for A/E to provide additional design services for the Agriculture Education Building at Pioneer Settlement at Boyd Hill Nature Park, in an amount not to exceed $3,500, providing that the total Task Order, as amended, does not exceed $51,500.00 (Engineering Project No. 17227-017; Oracle No. 15904).

12. Authorizing the Mayor or his designee to execute Amendment No. 2 to Task Order No. 15-02-CAR/ENV ("Task Order"), as amended, to the architect/engineering agreement dated February 26, 2015 between the City of St. Petersburg, Florida ("City") and Cardno, Inc. ("a/e") for A/E to provide project oversight for the Soil Assessment & Interim Source Removal Project in an amount not to exceed $108,517.57; providing that the total task order, as amended, shall not exceed $197,941.49; approving a rescission of an unencumbered appropriation in the amount of $68,200 from the Infrastructure TBD FY18 Project (16164) in the City Facilities Capital Improvement Fund (3031); approving a supplemental appropriation in the amount of $68,200 from the unappropriated balance of the City Facilities Capital Improvement Fund (3031) resulting from the above rescission to the Environmental Cleanup Project 16 (15119), (Engineering Project No. 17104-110, Oracle Nos. 14117, 14668 and 15119).
Declaring the Results of the General Election held on November 7, 2017.
Note: An abbreviated listing of upcoming City Council meetings.

Public Services & Infrastructure Committee  
_Thursday, November 9, 2017, 8:00 a.m., Room 100_

Budget, Finance & Taxation Committee  
_Thursday, November 9, 2017, 9:15 a.m., Room 100_

CRA / Agenda Review  
_Thursday, November 9, 2017, 1:30 p.m., Room 100_

City Council Meeting  
_Thursday, November 9, 2017, 5:30 p.m., Council Chamber_

Committee of the Whole: Water Resources Department Management Evaluation - Draft Report  
_Monday, November 20, 2017, 8:00 a.m., Room 100_

Housing, Land Use & Transportation Committee  
_Monday, November 20, 2017, 10:30 a.m., Room 100_

Legislative Affairs & Intergovernmental Relations Committee  
_Monday, November 20, 2017, 1:15 p.m., Room 100_

City Council Meeting  
_Thursday, December 7, 2017, 8:30 a.m., Council Chamber_
Civil Service Board
1 Alternate Member
(Term expires 6/30/17)

City Beautiful Commission
4 Regular Members
(Term expires 6/30/17)

Affordable Housing Advisory Committee
9 Regular Members
(Term expires 11/2/20)
PROCEDURES TO BE FOLLOWED FOR QUASI-JUDICIAL PROCEEDINGS:

1. Anyone wishing to speak must fill out a yellow card and present the card to the Clerk. All speakers must be sworn prior to presenting testimony. No cards may be submitted after the close of the Public Hearing. Each party and speaker is limited to the time limits set forth herein and may not give their time to another speaker or party.

2. At any time during the proceeding, City Council members may ask questions of any speaker or party. The time consumed by Council questions and answers to such questions shall not count against the time frames allowed herein. Burden of proof: in all appeals, the Appellant bears the burden of proof; in rezoning and land use cases, the Property Owner or Applicant bears the burden of proof except in cases initiated by the City, in which event the City Administration bears the burden of proof; for all other applications, the Applicant bears the burden of proof. Waiver of Objection: at any time during this proceeding Council Members may leave the Council Chamber for short periods of time. At such times they continue to hear testimony because the audio portion of the hearing is transmitted throughout City Hall by speakers. If any party has an objection to a Council Member leaving the Chamber during the hearing, such objection must be made at the start of the hearing. If an objection is not made as required herein it shall be deemed to have been waived.

3. Initial Presentation. Each party shall be allowed ten (10) minutes for their initial presentation.

   a. Presentation by City Administration.
   b. Presentation by Applicant followed by the Appellant, if different. If Appellant and Applicant are different entities then each is allowed the allotted time for each part of these procedures. If the Property Owner is neither the Applicant nor the Appellant (e.g., land use and zoning applications which the City initiates, historic designation applications which a third party initiates, etc.), they shall also be allowed the allotted time for each part of these procedures and shall have the opportunity to speak last.
   c. Presentation by Opponent. If anyone wishes to utilize the initial presentation time provided for an Opponent, said individual shall register with the City Clerk at least one week prior to the scheduled public hearing. If there is an Appellant who is not the Applicant or Property Owner, then no Opponent is allowed.

4. Public Hearing. A Public Hearing will be conducted during which anyone may speak for 3 minutes. Speakers should limit their testimony to information relevant to the ordinance or application and criteria for review.

5. Cross Examination. Each party shall be allowed five (5) minutes for cross examination. All questions shall be addressed to the Chair and then (at the discretion of the Chair) asked either by the Chair or by the party conducting the cross examination of the appropriate witness. One (1) representative of each party shall conduct the cross examination. If anyone wishes to utilize the time provided for cross examination and rebuttal as an Apponent, and no one has previously registered with the Clerk, said individual shall notify the City Clerk prior to the conclusion of the Public Hearing. If no one gives such notice, there shall be no cross examination or rebuttal by Opponent(s). If more than one person wishes to utilize the time provided for Opponent(s), the City Council shall by motion determine who shall represent Opponent(s).

   a. Cross examination by Opponents.
   b. Cross examination by City Administration.
   c. Cross examination by Appellant followed by Applicant, followed by Property Owner, if different.

6. Rebuttal/Closing. Each party shall have five (5) minutes to provide a closing argument or rebuttal.

   a. Rebuttal by Opponents.
   b. Rebuttal by City Administration.
   c. Rebuttal by Appellant followed by the Applicant, followed by Property Owner, if different.
ST. PETERSBURG CITY COUNCIL

Meeting of November 20, 2017

TO: The Honorable Darden Rice, Chair and Members of City Council

SUBJECT: An Ordinance in accordance with Section 1.02(c)(3), St. Petersburg City Charter, authorizing the grant of a Public Utility Easement to Duke Energy Florida, Inc., a Florida corporation, d/b/a Duke Energy, within the 31st Street South Sports Complex located at 4801 - 31st Street South, St. Petersburg; authorizing the Mayor, or his designee, to execute all documents necessary to effectuate this ordinance; and providing an effective date.

BACKGROUND: Real Estate & Property Management received a request from the Engineering & Capital Improvements Department to prepare the necessary documents to grant Duke Energy Florida, Inc., a Florida corporation, d/b/a Duke Energy ("Duke Energy"), a Public Utility Easement ("Easement") (also referred to by Duke Energy as a "Distribution Easement - Corporate"), within the 31st Street South Sports Complex located at 4801 - 31st Street South, St. Petersburg ("Property").

The Easement, as illustrated in Exhibit "A", is necessary to install and maintain electrical service for the injection wells located within the Property. The Easement will have no significant effect on the public's use of the Property.

An ordinance is required to authorize the grant of this Easement to Duke Energy as the requested Easement is to be located on land classified by the City Charter as "Park and Waterfront Property." This action is in compliance with Section 1.02(c)(3) of the City Charter that provides "...utility easements may be granted upon specific approval by ordinance where the easement will have no significant effect on the public's use of the property."

RECOMMENDATION: Administration recommends that City Council adopt the attached ordinance in accordance with Section 1.02(c)(3), St. Petersburg City Charter, authorizing the grant of a Public Utility Easement to Duke Energy Florida, Inc., a Florida corporation, d/b/a Duke Energy within the 31st Street South Sports Complex located at 4801 - 31st Street South, St. Petersburg; authorizing the Mayor, or his designee, to execute all documents necessary to effectuate this ordinance; and providing an effective date.

ATTACHMENTS: Illustration & Ordinance

APPROVALS:
Administration: [Signature]

Budget: N/A

Legal: (As to consistency w/attached legal documents) 00348154.doc v1
ORDINANCE NO.: _____

AN ORDINANCE IN ACCORDANCE WITH 
SECTION 1.02(C)(3), ST. PETERSBURG CITY 
CHARTER, AUTHORIZING THE GRANT OF A 
PUBLIC UTILITY EASEMENT TO DUKE ENERGY 
FLORIDA, INC., A FLORIDA CORPORATION, 
D/B/A DUKE ENERGY, WITHIN THE 31ST STREET 
SOUTH SPORTS COMPLEX LOCATED AT 4801 - 
31ST STREET SOUTH, ST. PETERSBURG; 
AUTHORIZING THE MAYOR, OR HIS DESIGNEE, 
TO EXECUTE ALL DOCUMENTS NECESSARY TO 
EFFECTUATE THIS ORDINANCE; AND 
PROVIDING AN EFFECTIVE DATE. 

THE CITY OF ST. PETERSBURG DOES ORDAIN:

Section 1. The City Council of the City of St. Petersburg, Florida, hereby 
approves the grant of a Public Utility Easement ("Easement") to Duke Energy Florida, Inc., a Florida 
corporation, d/b/a Duke Energy to install and maintain electrical service for injection wells, within 
the Easement location set forth in the legal description and illustration which is attached hereto as 
Exhibit "A" and incorporated herein.

Section 2. This Easement will have no significant effect on the public's use of the 
property and is granted pursuant to Section 1.02(c)(3) of the St. Petersburg, Florida, City Charter.

Section 3. The Mayor, or his designee, is authorized to execute all documents 
necessary to effectuate this Ordinance.

Section 4. In the event this Ordinance is not vetoed by the Mayor in accordance 
with the City Charter, it shall become effective upon the expiration of the fifth business day after 
adoption unless the Mayor notifies the City Council through written notice filed with the City Clerk 
that the Mayor will not veto the Ordinance, in which case the Ordinance shall become effective 
immediately upon filing such written notice with the City Clerk. In the event this Ordinance is 
vetoed by the Mayor in accordance with the City Charter, it shall not become effective unless and 
until the City Council overrides the veto in accordance with the City Charter, in which case it shall 
become effective immediately upon a successful vote to override the veto.
LEGAL:

City Attorney (Designee)

APPROVED BY:

Michael J. Jeffersis, Director
Parks & Recreation

APPROVED BY:

Alfred G. Wendler, Acting Director
Real Estate & Property Management
EXHIBIT "A"
(Legal Description & Illustration of the Easement)

Description and Sketch
(NOT A SURVEY)

DESCRIPTION
A portion of Lot 1, Block 1, MAXIMO ATHLETIC COMPLEX, Plat Book 119, Page 95 of the Pinellas County Public Records. Lying in the Southwest 1/4 of Section 2, Township 32 South, Range 16 East.

Being further described as follows:

COMMENCE at the Northeast corner of Lot 1, Block 1, MAXIMO ATHLETIC COMPLEX, Plat Book 119, Page 95 of the Pinellas County Public Records; thence S00°06’13”W, 1820.41 feet along the easterly boundary line of said MAXIMO ATHLETIC COMPLEX, also being the westerly right-of-way line of 31st Street South, to the POINT OF BEGINNING; thence S00°06’13”W, 42.65 feet continuing along said easterly boundary line to the northerly line of a 15 feet wide utility easement described and dedicated by said MAXIMO ATHLETIC COMPLEX; thence S51°30’20”W, 29.10 feet along the northerly line of said utility easement; thence N00°06’13”E, 60.81 feet parallel with said easterly boundary line; thence S89°53’47”E, 22.74 feet to the POINT OF BEGINNING.

Containing 1177 square feet, plus or minus.

Surveyor's Notes:
1. Bearings are based on the easterly boundary line of Lot 1, Block 1, MAXIMO ATHLETIC COMPLEX recorded in Plat Book 111, Page 95, which bears S00°06’13”W.
2. This Description and Sketch does not certify or warranty: title, zoning, easements, or freedom from encumbrances.
3. This Description and Sketch was prepared without the benefit of an abstract of title or boundary survey and may be subject to easements, restrictions, rights-of-way and other matters of record.
4. Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

Timothy R. Collins Date
Professional Surveyor and Mapper
Florida Registration Number 6882

LINE TABLE

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<th>LINE</th>
<th>BEARING</th>
<th>DISTANCE</th>
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<tr>
<td>L1</td>
<td>S51°30’20”W</td>
<td>29.10'</td>
</tr>
<tr>
<td>L2</td>
<td>S89°53’47”E</td>
<td>22.74'</td>
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MAXIMO ATHLETIC COMPLEX

ENGINEERING AND CAPITAL IMPROVEMENT DEPARTMENT
CITY OF ST. PETERSBURG

SECTION 2
TOWNSHIP 32 SOUTH
RANGE 16 EAST

DATE: OCT 18, 2017
SHEET No. 1 OF 1
To: The Honorable Darden Rice, Chair and Members of City Council

Subject: An ordinance amending Division 4 of Section 22, St. Petersburg City Code, concerning the Supplemental Firefighter’s Retirement Plan (‘Plan’) to effect changes made in the collective bargaining agreement between the City and the St. Petersburg Association of Firefighters (‘SPAFF’) by 1) providing for the inclusion of Driver Engineer pay and certain overtime pay in the determination of a firefighter’s pensionable earnings and 2) changing the eligibility for a normal retirement benefit to age 55 or the attainment of 25 years of service.

Action Being Requested: The City operates a pension plan for firefighters. The Plan was created by Ordinance and it is necessary to modify the City Code when major changes are implemented. The modifications for which approval is being sought at this time require changes to Division Four, the Supplemental Firefighter’s Retirement Plan.

Summary: During 2016 City staff and representatives of SPAFF met several times to negotiate a new collective bargaining agreement. On September 1, 2016 the parties agreed on the provisions of the new agreement with the exception of certain pension proposals. Both parties agreed to reopen negotiations on these pension proposals. City staff and SPAFF bargained the proposed changes from April through June 2017. On June 16, 2017 SPAFF declared impasse.

At the impasse hearing on August 17, 2017 City Council approved two Plan changes as a part of the three year collective bargaining agreement effective October 1, 2016 – September 30, 2019.

Currently, a pension benefit is determined based on a member’s total service and an average of their highest three years of base pay (‘earnable compensation’). The proposed change adds up to 80 hours of overtime pay for the fiscal year beginning October 1, 2017 to the definition of earnable compensation and up to 100 hours of overtime pay for fiscal years beginning October 1, 2018 to the definition of earnable compensation.

Under the current plan provisions, members are eligible for a normal retirement benefit at 1) age 50 with at least 10 years of service; 2) at age 53; or, 3) at the attainment of 30 years of service. Members with at least 25 years but less than 30 years of service are eligible for early retirement and a reduced benefit.

The proposal changes eligibility for normal retirement from age 53 to age 55 and from 30 years to 25 years. Normal retirement eligibility at age 50 with at least 10 years of service is retained. The provision for early retirement is eliminated effective October 1, 2017.

During the 2016 negotiations the City and SPAFF agreed to include a member’s Driver Engineer earnings in the determination of pension benefits. The proposed change adds Driver Engineer effective January 1, 2017 to the definition of earnable compensation.
**Cost:** The most recent actuarial study approved by the Fire Pension Board was conducted as of October 1, 2016. As a result of these proposed changes and recent changes in the actuarial assumptions of the plan, all plan assets in excess of the amount required to full fund the plan will be utilized. In addition, the actuary has estimated an additional increase in the annual City cost of $155,063. This cost increase will be begin with FY19 pension funding.

**Recommendations:**
Recommended City Council Action:
Conduct second reading and Public Hearing on December 7, 2017.

**Attachments:**
(1) Proposed Ordinance
(2) Actuarial Impact Statement as of September 27, 2017.

**Approvals:**

________________________________________  __________________________
Administration                             Date

________________________________________  __________________________
Budget                                      Date
ORDINANCE NO. _______

AN ORDINANCE AMENDING CHAPTER 22 OF THE ST. PETERSBURG CITY CODE RELATING TO THE SUPPLEMENTAL FIREFIGHTER’S RETIREMENT SYSTEM BY (1) AMENDING SECTION 22-196 TO ADD A DEFINITION OF EARNABLE COMPENSATION AND BY INCLUDING DRIVER ENGINEER PAY AND CERTAIN OVERTIME HOURS; 2) AMENDING SECTION 22-201 BY CHANGING THE SERVICE-BASED CRITERIA FOR NORMAL RETIREMENT ELIGIBILITY FROM 30 TO 25 YEARS, BY CHANGING THE AGE-BASED CRITERIA FOR NORMAL RETIREMENT ELIGIBILITY FROM AGE 53 TO AGE 55, BY ELIMINATING EARLY RETIREMENT WITH REGARD TO APPLICATIONS FILED ON OR AFTER OCTOBER 1, 2017; 3) AMENDING SECTION 22-206 TO CLARIFY THAT A MEMBER MAY ENTER THE DROP AT 25 YEARS OF SERVICE; 4) AMENDING VARIOUS SECTIONS OF DIVISION 4 OF CHAPTER 22 TO CORRECT GRAMMATICAL, TYPOGRAPHICAL AND SCRIVENER’S ERRORS; AND 5) PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST PETERSBURG DOES ORDAIN:

Section 1. That Section 22-196 of the St. Petersburg City Code is amended to read as follows:

Sec. 22-196. - Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:
Accrued pension benefit means the pension earned from entry as a member in the retirement system to the date of termination as an active member.

Annuity starting date means the annuity starting date as defined in Section 417 of the Internal Revenue Code.

Board or Pension Board means the Pension Board provided for in this division to administer the retirement system.

Contributions means the sum deducted from the earnable compensation of a member or paid by a member and credited to the retirement fund.

Creditable service means prior service, plus past service, plus membership service for which credit is allowable under the provisions of this division.

Deferred retirement option plan or DROP means a retirement option in which a member may elect to participate and is not a contract for employment. A member may retire for all purposes of the plan and defer receipt of retirement benefits into a DROP account while continuing employment with the City. Nothing within the DROP should be construed to alter an employee's classification status.

Designated beneficiary (beneficiaries) means the person (or persons) designated by the member as his or her beneficiary (or beneficiaries) to receive benefits payable upon the death of the member (other than a survivor annuitant on the form provided by the board for such purpose, signed by the member and filed with the board.

Earnable compensation means the employee's base pay plus any additional pay listed in the table below:

<table>
<thead>
<tr>
<th>Earnable Compensation Includes</th>
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</thead>
<tbody>
<tr>
<td>Prior to January 1, 2017</td>
</tr>
<tr>
<td>On or after January 1, 2017</td>
</tr>
<tr>
<td>On or after October 1, 2017, but before October 1, 2018</td>
</tr>
<tr>
<td>On or after October 1, 2018</td>
</tr>
</tbody>
</table>

Earnings base means for retirement income with an initial effective date prior to October 1, 1998, the average monthly earnable compensation of a member during such member's last five years of creditable service, or, if the member has less than five years of creditable service, then such member's average monthly earnable compensation during such member's total years of service. For retirement income with an initial effective date on or after October 1, 1998, the
earnings base is the average monthly earnable compensation of a member during such member's highest three years of creditable service, or, if the member has less than three years of creditable service, then such member's average monthly earnable compensation during such member's total years of service.

**Employee** means all officers and firefighters regularly employed in the fire department of the City whose employment shall be continuous and not of a temporary nature; however, civilian employees of the fire department shall not be covered by the provisions of this division. In all cases of doubt, the board shall decide who is an employee within the meaning of this definition.

**Member** means any person included in the membership of the retirement system as provided in this division. For the purposes of the DROP, a member who enters the DROP shall be considered a member receiving a service retirement income for all purposes of the plan.

**Membership service** means service rendered since last becoming a member and on account of which contributions have been made as provided in this division.

**Past service** means service rendered by a member who was actively employed on March 12, 1999 or who was initially hired after this date prior to the member's separation from active service in the Fire Department of the City and for which credit is allowed under the provisions of this division.

**Prior service** means service rendered prior to October 1, 1970, for which credit is allowed under the provisions of this division, or service rendered as a member of the firemen's pension fund (prior retirement plan) for which the employee has not and will not receive any financial benefit from said prior retirement plan, or may mean service rendered as a member of the employee's retirement system as provided by division 2 of this article, provided such membership was in lieu of membership in the supplemental firefighter's retirement system (supplemental plan) due to the employee's age exceeding enrollment criteria existing at the time of the employee's appointment as a firefighter.

**Retirement** means withdrawal from the active service with a retirement allowance granted under the provisions of the retirement system. For purposes of the DROP, retirement means the date the member enters the DROP.

**Retirement income** means monthly payments for the life of the retired member and such survivors' annuities as are provided for in this division.

**Retirement income percent** means the percentage of earnings base which shall be payable to a retired member as retirement income as listed in the table below:

<table>
<thead>
<tr>
<th>For retirement income with an initial effective date:</th>
<th>Retirement income percent:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prior to October 1, 1998</td>
<td>2.5 percent for each year of creditable service rendered up to 20 years; and 2.0 percent for each additional year, up to a maximum of 60 percent</td>
</tr>
<tr>
<td>Date Range</td>
<td>Percentage Rate</td>
</tr>
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<td>----------------------------------</td>
<td>------------------------------------------------------</td>
</tr>
<tr>
<td>On or after October 1, 1998 and prior to January 1, 2004</td>
<td>2.5 percent for each year of creditable service rendered up to 20 years; and 3.0 percent for each additional year</td>
</tr>
<tr>
<td>On or after January 1, 2004</td>
<td>3.0 percent for each year of creditable service</td>
</tr>
</tbody>
</table>

Retirement system means the supplemental firefighter's retirement system of the City as established in this division.

Service means service as an employee and paid for by the City.

Spouse means the person who was married to the member on the date of retirement, regardless of whether such person is married to the member at the time of the member's death. "Married" means a marriage that was validly entered into in a state, the District of Columbia, a United States territory, or foreign country whose laws authorized the marriage of the member and his or her spouse, regardless of the domicile of the member.

Survivor annuitant means the person designated by the member to receive a monthly retirement income upon the member's death payable in accordance with a) the normal form of retirement benefit for a member with a spouse on the date of retirement, or b) option 2, option 3, option 4 or option 5 as described in this division.

Section 1. That Section 22-196 of the St. Petersburg City Code is amended to read as follows:

Sec. 22-201. - Benefits.

(a) Eligibility for retirement.

(1) Normal retirement eligibility. Effective September 20, 2004, any member in service may retire upon written application to the board setting forth at which time, not less than 30 days nor more than 90 days subsequent to the execution and filing thereof, that such person desires to be retired, if at the time so specified for retirement from active service such person shall have attained his or her normal retirement age, which is hereby defined as age 50 with ten years of creditable service. Any other provision of the retirement system notwithstanding, a member's benefit shall become fully vested (100 percent non-forfeitable) upon the attainment of his or her normal retirement age.

Any member separating from the active service after completing 20 years creditable service but prior to the attainment of age 50, shall be entitled to receive a benefit computed pursuant to subsection (b) of this section upon attainment of age 50. Any member attaining age 53 prior to October 1, 2017 shall be entitled to a benefit computed pursuant to subsection (b) of this section. Any member with 30 years of creditable
service prior to October 1, 2017 shall be entitled to a benefit computed pursuant to subsection (b) of this section.

Effective October 1, 2017 with regard to retirement applications filed on or after said date by members who as of September 30, 2017 were not eligible for normal retirement:

a. Any such member attaining age 55 shall be entitled to a benefit computed pursuant to subsection (b) of this section.

b. Any such member with 25 years of creditable service shall be entitled to a benefit computed pursuant to subsection (b) of this section.

(2) Early retirement eligibility.

a. Any member in service may retire upon written application to the board prior to October 1, 2017 setting forth at which time, not less than 30 days nor more than 90 days subsequent to the execution and filing thereof, that such person desires to be retired, if at the time so specified for retirement from active service such person shall have completed 25 years creditable service and does not meet the criteria established for normal retirement eligibility pursuant to subsection (a) of this section. Effective October 1, 2017, members filing retirement applications on or after said date shall not be eligible for early retirement.

b. A member who meets the early retirement eligibility of this subsection shall be entitled to receive a reduced benefit computed pursuant to subsection (b) (2) of this section.

(b) Computation of retirement benefits.

(1) Normal retirement benefits.

a. Effective September 20, 2004, upon attaining age 50 with ten years of creditable service or retirement from active service if later, the member shall receive a service retirement income which shall consist of the retirement income percent times such person's earnings base;

b. Effective September 20, 2004, upon attainment of age 50 of a member who separated from active service after completing 20 years creditable service but prior to the attainment of age 50, the member shall receive a service retirement income which shall consist of the retirement income percent times such person's earnings base;

c. Upon attaining age 53 (age 55 for retirement applications filed on or after October 1, 2017 by members who as of September 30, 2017 were not eligible for normal retirement) or retirement from active service if later, the member may elect to receive a service retirement income which shall consist of the retirement income percent times such person's earnings base; or

d. Upon attaining 30 years of creditable service (25 years of creditable service for retirement applications filed on or after October 1, 2017 by members who as of September 30, 2017 were not eligible for normal retirement), or retirement from active service if later, the member may elect to receive a service retirement income
which shall consist of the retirement income percent times such person's earnings base.

(2) **Early retirement benefits.** Upon attaining 25 years of creditable service or retirement from active service if later, and provided the member is not eligible for normal retirement eligibility as provided in subsection (a) of this section, the member may elect to receive a service retirement income which shall consist of the retirement income percent times such person's earnings base. The retirement income percentage shall be reduced by two percent for each year or portion of a year the member had not attained 30 years of service or age 50, whichever is earlier.

(3) **Normal and optional forms of retirement benefits.** Upon retirement, a member shall receive a retirement income based on the normal form of retirement benefit or one of the actuarially equivalent options elected in lieu of the normal form. If the member's designated beneficiary is his or her spouse at the time of the member's retirement and such spouse survives the member, such spouse is eligible for the normal form of retirement benefit or an actuarially equivalent optional form of retirement benefit, as elected by the member at time of his or her retirement. If the member's designated beneficiary is other than his or her spouse, and such designated beneficiary survives the member, such designated beneficiary is eligible for an actuarially equivalent optional form of retirement benefit, as elected by the member at time of his or her retirement. Option 1, subsection (b)(3)b.1 of this section, allows for single or multiple designated beneficiaries. Only one designated beneficiary can be named for options 2 through 5.

a. **Normal form of retirement benefit.**

   1. Upon death, the member's spouse, if such person survives the member shall receive 50 percent of the member's retirement income, which benefit shall be continued throughout the life of and be paid to such spouse. If the spouse predeceases the member, the retirement income payment shall cease upon the member's death unless the member had designated a new survivor annuitant under option 5 in this section; or

   2. If the member had no spouse at the time of retirement and did not elect an optional form of retirement benefit in accordance with this section, retirement income payments shall cease upon the death of the member.

b. **Optional forms of retirement benefit.** For purposes of calculating the optional forms of retirement benefit, the normal form of retirement benefit will be treated as a life annuity. In lieu of the normal form of retirement benefit, a member (or designated beneficiary of a deceased member as provided in this division) may elect one of the following options:

   1. **Option 1.** If such member dies before such member has received optional monthly retirement income payments for 120 months, the optional monthly payments shall be continued for the balance of the 120 months to such member's designated beneficiary, if such designated beneficiary survives the member. If a member has multiple surviving designated beneficiaries, the optional monthly payments shall be divided equally among the designated beneficiaries that survive such member. If no designated beneficiary survives
the member, the optional monthly payment shall be made to the legal representative of such member or the member's estate.

2. **Option 2.** Upon death, 100 percent of such member's optional retirement income shall be continued throughout the life of and paid to such member's survivor annuitant. If the survivor annuitant predeceases the member, the retirement income payment shall cease upon the member's death; or

3. **Option 3.** Upon death, 75 percent of such member's optional retirement income shall be continued throughout the life of and paid to such member's survivor annuitant. If the survivor annuitant predeceases the member, the retirement income payment shall cease upon the member's death; or

4. **Option 4.** Upon death, 66.7 percent of such member's optional retirement income shall be continued throughout the life of and paid to such member's survivor annuitant. If the survivor annuitant predeceases the member, the retirement income payment shall cease upon the member's death; or

5. **Option 5.** Upon death, 50 percent of such member's optional retirement income shall be continued throughout the life of and paid to such member's survivor annuitant. If the survivor annuitant predeceases the member, the retirement income payment shall cease upon the member's death; or

c. **Surviving child benefit.** Upon the death of a member who retired under normal or early retirement eligibility, 7.5 percent of the earnings base for each surviving unmarried child under the age of 18 who was the child of the member at the time of the member's retirement from active service will be payable to the legal guardian. The total of all benefits payable under this subsection and under the normal form or optional form of retirement benefits shall not exceed the pension the member would have been entitled to receive on the date of death. Should the total of all benefits payable to a designated beneficiary (or designated beneficiaries) and the surviving child exceed the pension the member would have been entitled to receive as of the date of death, in no case shall the surviving child benefit be reduced.

d. Any member who is receiving a retirement income payment under option 2, option 3, option 4 or option 5 may change his or her survivor annuitant a maximum of two times after the commencement of payments without the approval of the board or any survivor annuitant and with no requirement to provide information regarding the health status of the survivor annuitant being replaced. A member may not change his or her form of retirement benefit after the commencement of payments. Upon completion and receipt of all required forms and the submission of all fees as prescribed by the board, the actuary retained by the board will determine the actuarially equivalent new benefit amount with the change in survivor annuitant. Such change in survivor annuitant and in the member's benefit amount will be effective upon the receipt by the board of the final consent of the member and will be implemented as soon as administratively practical.

Any member who is receiving a retirement income payment under the normal form of retirement and who had a spouse on his or her date of retirement may also change his or her survivor annuitant a maximum of two times after the
commencement of payments without the approval of the board or any survivor annuitant and with no requirement to provide information regarding the health status of the survivor annuitant being replaced. A member may not change his or her form of retirement benefit after the commencement of payments. Upon completion and receipt of all required forms and the submission of all fees as prescribed by the board, the actuary retained by the board will determine the actuarially equivalent new benefit amount in accordance with option 5 due to the change in survivor annuitant taking into account the ages of the former survivor annuitant, the new survivor annuitant, and the member. Such change in survivor annuitant and in the member's benefit amount will be effective upon the receipt by the board of the final consent of the member and will be implemented as soon as administratively practical.

Any member who is receiving a retirement income payment under option 1 may change his or her designated beneficiary at any time without the approval of the board or any designated beneficiary and with no requirement to provide information regarding the health status of the designated beneficiary being replaced.

e. Regardless of the form of payment, in the event of the death of a member or death of the member's survivor annuitant or designated beneficiary before the payment from the retirement system of an amount equal to such deceased member's accumulated contributions, the difference between such accumulated contributions and all amounts previously paid shall be paid to the member's designated beneficiary, or if none, to the legal representative of such member or the member's estate.

(4) Death benefits when death of member occurs after separation but prior to normal retirement age.

a. Should a member who has attained 20 years of creditable service and who has separated from active service pursuant to subsection (a)(1)a. of this section die prior to attaining age 50, the following applies: If the member's designated beneficiary is his or her spouse, such spouse, provided such person survives the member and was the member's spouse at the time of the member's death, shall be eligible to receive 50 percent of the member's accrued pension benefit as the normal form of retirement benefit, or an actuarially equivalent optional form of retirement benefit as set forth in subsection (b)(3)b. of this section, as elected by such spouse at the time of the member's death. If the member's designated beneficiary is other than his or her spouse, and such designated beneficiary survives the member, such designated beneficiary shall be eligible for an actuarially equivalent optional form of retirement benefit as set forth in subsection (b)(3)b. of this section, as elected by such designated beneficiary at the time of the member's death. The surviving child benefit is payable as provided for by subsection (b)(3)c. of this section. The total of all benefits payable shall not exceed the pension the member would have been entitled to receive, and such payment shall begin as of the date of the death of the member. Such benefits shall be reduced by 50 percent of any family social security benefits, but such reduction shall not reduce the...
benefits to less than 25 percent of what they would have been without the reduction.

b. Should a member who has attained 20 years of creditable service and who has separated from the active service pursuant to subsection (a)(1)a. of this section die after attaining age 50, the following applies: If the member's designated beneficiary is his or her spouse, such spouse, provided such person survives the member and was the member's spouse at the time of the member's death, shall be eligible to receive 50 percent of the member's accrued pension benefit as the normal form of retirement benefit, or an actuarially equivalent optional form of retirement benefit as set forth in subsection (b)(3)b. of this section, as elected by such spouse at the time of the member's death. If the member's designated beneficiary is other than his or her spouse, and such designated beneficiary survives the member, such designated beneficiary shall be eligible for an actuarially equivalent optional form of retirement benefit as set forth in subsection (b)(3)b. of this section, as elected by such designated beneficiary at the time of the member's death. The surviving child benefit is payable as provided for by subsection (b)(3)c. of this section. The total of all benefits payable shall not exceed the pension the member would have been entitled to receive, and such payment shall begin as of the date of the death of the member.

(c) Eligibility for nonservice-connected disability benefits. Effective September 20, 2004, upon the written application of a member in service, a member's legal guardian or of the head of the member's department, any member who shall have become permanently disabled when the disability was unconnected with the performance of such member's duty as a firefighter and not caused by the member's own willful intent, may be retired by the board on a nonservice-connected disability retirement income. The board-appointed physician or other physicians designated by the board shall certify to the board that the member is mentally or physically totally incapacitated from rendering useful and efficient service as a firefighter, that such incapacity is likely to be permanent and that the member should be retired. A firefighter will not be entitled to receive any disability retirement income if the disability is a result of:

1. Excessive and habitual use by the firefighter of drugs, intoxicants or narcotics;
2. Injury or disease sustained by the firefighter while willfully and illegally participating in fights, riots, or civil insurrections or while committing a crime;
3. Injury or disease sustained by the firefighter while serving in any armed forces;
4. Injury or disease sustained by the firefighter after employment has terminated.

(d) Computation of nonservice-connected disability benefits. Effective September 20, 2004, upon retirement for a nonservice-connected disability, a member shall receive a disability retirement income which shall consist of a monthly income during the continuance of the disability which shall be equal to 25 percent of the member's earnings base or the member's accrued pension benefit, whichever is greater, as the normal form of retirement benefit, or an actuarially equivalent optional form of retirement benefit as set forth in subsection (b)(3)b. of this section, as elected by the member at the time of his or her retirement, plus 7.5 percent of the earnings base for each unmarried child under the age of 18.
(e) **Eligibility for service-connected benefits.** Effective September 20, 2004, upon the written application of a member in service, a member's legal guardian or of the head of such member's department, any member who has been totally and permanently incapacitated for duty as a natural and proximate result of an accident sustained in service as a member and occurring while in the actual performance of duty at some definite time and place, without willful negligence on such member's part, may be retired by the board on a service-connected disability retirement income, if the board-appointed physician or other physicians designated by the board shall certify to the board that the member is mentally or physically totally incapacitated from rendering useful and efficient service as a firefighter, that the incapacity is likely to be permanent and that the member should be retired. A firefighter will not be entitled to receive any disability retirement income if the disability is a result of:

1. Excessive and habitual use by the firefighter of drugs, intoxicants or narcotics;
2. Injury or disease sustained by the firefighter while willfully and illegally participating in fights, riots, or civil insurrections or while committing a crime;
3. Injury or disease sustained by the firefighter while serving in any armed forces;
4. Injury or disease sustained by the firefighter after employment has terminated.

(f) **Computation of service-connected disability benefits.** Upon retirement for service-connected disability, a member shall receive a disability retirement income which shall consist of: A monthly income during the continuance of such disability of 60 percent of the earnings base or the accrued pension benefit, whichever is greater, as the normal form of retirement benefit, or an actuarially equivalent optional form of retirement benefit as set forth in subsection (b)(3)b. of this section, as elected by the member at the time of his or her retirement.

(g) **Time of taking effect of other benefits.** Any retirement or other benefits provided for under this division, when approved by the board, shall be effective on the first day immediately following the final termination of the member's employment and the first payment shall be prorated for the portion of the month remaining.

(h) **Nonservice-connected death benefits.** Should a member cease to be an employee by death from causes unconnected with the performance of such person's duties, the following applies: If the member's designated beneficiary is his or her spouse, such spouse, provided such person survives the member and was the member's spouse at the time of the member's death, shall be eligible to receive 50 percent of the member's accrued pension benefit as the normal form of retirement benefit, or an actuarially equivalent optional form of retirement benefit as set forth in subsection (b)(3)b. of this section, as elected by such spouse at the time of the member's death. If the member's designated beneficiary is other than his or her spouse, and such designated beneficiary survives the member, such designated beneficiary shall be eligible for an actuarially equivalent optional form of retirement benefit as set forth in subsection (b)(3)b. of this section, as elected by such designated beneficiary at the time of the member's death. Surviving child benefit is payable as provided for by subsection (b) (3) c. of this section.

**Death while performing USERRA-qualified active military service.** In the case of a member who dies on or after January 1, 2007 while performing "qualified military service" under Title 38, United States Code, Chapter 43, Uniformed Services Employment and Reemployment Rights...
Act ("USERRA") within the meaning of Section 414(u) of the Internal Revenue Code, any "additional benefits" (as defined by Section 401(a)(37) of the Internal Revenue Code) provided under the retirement system that are contingent upon a member's termination of employment due to death shall be determined as though the member had resumed employment immediately prior to his death. With respect to any such "additional benefits," for vesting purposes only, credit shall be given for the period of the member's absence from covered employment during "qualified military service."

(i) **Service-connected death benefits.** Should a member cease to be an employee by death in the performance of such person's duties, or as a direct result thereof, the following applies: If the member's designated beneficiary is his or her spouse, such spouse, provided such person survives the member and was the member's spouse at the time of the member's death, shall be eligible to receive 30 percent of the earnings base or 50 percent of the accrued pension benefit, whichever is greater, as the normal form of retirement benefit, or an actuarially equivalent optional form of retirement benefit as set forth in subsection (b)(3)b. of this section, as elected by such spouse at the time of the member's death. If the member's designated beneficiary is other than his or her spouse, and such designated beneficiary survives the member, such designated beneficiary shall be eligible for an actuarially equivalent optional form of retirement benefit as set forth in subsection (b)(3)b. of this section, as elected by such designated beneficiary at the time of the member's death. Surviving child benefit is payable as provided for by subsection (b)(3)c. of this section.

(j) **Death of member receiving disability benefits.** Should a member receiving a disability retirement income die, benefits will be payable in accordance with subsection (b)(3) of this section under the normal form of retirement or an actuarially equivalent optional form of retirement benefits, as elected by the member at the time of his or her retirement.

(k) **Death of member receiving retirement benefits.** Effective September 20, 2004, should a member receiving a retirement income die, benefits will be payable in accordance with subsection (b)(3) of this section under the normal form of retirement or an actuarially equivalent optional form of retirement benefits, as elected by the member at the time of his or her retirement.

(l) **Designated beneficiary election of option.** When a member who is currently eligible to receive immediate retirement benefits retires and elects a retirement benefit available under subsection (b)(3) of this section but dies prior to the first payment becoming normally due, the designated beneficiary may, with the approval of the board, elect to receive a different retirement benefit available to such designated beneficiary under subsection (b)(3) of this section, to the extent provided in this division.

(m) **Termination of surviving child benefits.** Any pension being paid to a surviving child under this division shall cease upon such person's death, marriage or attainment of age 18. In the event that all children are not in the custody of the same person, the children's benefits shall be prorated.

(n) **Adjustments.**

(1) Any pension being paid under this division may be adjusted upon the recommendation of the Mayor and approval of the City Council by adopted index tables.
(2) Any pension paid under this division for benefits payable on account of normal retirement, early retirement service-connected disability or death, nonservice-connected disability or death or termination of employment on or after October 1, 2008 will be eligible for a Cost of Living Adjustment (COLA) as described in subsection (n)(2)a. through e. of this section, payable annually effective October 1.

a. The COLA will be solely funded with available State premium tax funding pursuant to chapter 175, State statutes (F.S. ch. 175). Available funds shall be those premium tax funds received in excess of the 1998 base or "frozen" amount and those funds previously committed to incrementally fund existing benefits to meet minimum benefits and extra benefits as defined under chapter 175, State statutes (F.S. ch. 175).

As of September 30, 2007, the total of the 1998 base amount and the amount previously committed to incrementally fund existing benefits to meet minimum benefits and extra benefits as defined under chapter 175, State statutes (F.S. ch. 175) was $1,210,916.00 and the accumulated balance (i.e., available funds to fund the COLA as provided herein) was $1,422,103.00.

b. The COLA will be established at a maximum level of two percent annually provided sufficient State premium tax funding is available pursuant to chapter 175, State statutes (F.S. ch. 175), as determined by an actuarial valuation performed by the board's actuaries.

c. If in any year the State premium tax funding available pursuant to chapter 175, State statutes (F.S. ch. 175), is not sufficient, based on an actuarial valuation performed by the board's actuaries, to fund a two percent COLA, the COLA for that year will be adjusted to a percentage that can be fully funded with the available State premium tax funding, as determined by an actuarial valuation performed by the board's actuaries.

d. As of October 1 of each year, the COLA, if any, shall be added to the monthly pension amount provided the member in whose name the benefit was originally payable has or would have attained age 60 prior to October 1 of that year.

e. The accumulated available chapter 175 (F.S. ch. 175) premium tax revenue will be held in a separate account of the firefighter's pension trust fund until the funds are paid out to cover the annual cost of the COLA. The investment of the separate account will be directed by the board. Any investment earnings of the separate account will be used solely to fund the annual cost of the COLA.

(o) Vested benefits. Effective September 20, 2004, should a member cease to be an employee, except for death or retirement and after completing seven or more years of creditable service, such member shall acquire, pursuant to the following vesting schedule, benefits payable on a monthly life annuity basis, provided such member has a vested interest at time of separation from employment. Upon attaining age 50, the member may elect to receive the vested benefit accrued as calculated in subsection (b)(1) of this section, using the following vesting schedule in the benefit computation.

<table>
<thead>
<tr>
<th>Completed</th>
<th>Annual</th>
<th>Cumulative</th>
</tr>
</thead>
</table>

Page 12
<table>
<thead>
<tr>
<th>Years of Creditable Service</th>
<th>of</th>
<th>Vested Increment in Benefit</th>
<th>Accrued</th>
<th>Vested Interest in Accrued Benefit (%)</th>
<th>Accrued</th>
</tr>
</thead>
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<tr>
<td>Less than 7</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
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<tr>
<td>7</td>
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<td>8</td>
<td>8</td>
<td>28</td>
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<td>10</td>
<td>64</td>
<td>100</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

A member may elect in lieu of the life annuity, the normal form of retirement benefit or an actuarially equivalent optional form of retirement benefit as provided under subsection (b)(3) of this section. Vesting shall pertain only to future retirement benefits payable as provided under this section and do not relate to employee contributions and other allowances.

(p) **Termination of employment.** If any member who was actively employed on March 12, 1999 or who was hired after March 12, 1999 ceases to be an employee, except for death, disability or retirement, before accumulating aggregate time of ten years toward retirement and before being eligible to retire under the provisions of this division, such member shall be entitled to a refund of all of his or her contributions made to the retirement fund without interest less any benefits paid to him or her.

(q) **Reexamination of recipients of disability benefits.** Once each year during the first five years following the retirement of a member on a disability retirement income and once in every three-year period thereafter, the board may, and upon such person's application shall, require any disability beneficiary to undergo a medical examination; however, this requirement shall terminate when the combined total of creditable service and years on disability retirement shall equal 25 years. The examination shall be conducted by the board-appointed physician or designated physicians, who shall submit a written report of their findings to the board. The disability beneficiary shall be advised of the examination upon 30 days' written notice, and should the beneficiary fail to submit to the examination within the indicated period, such person's retirement income shall be suspended until such time as the pensioner shall establish to the board eligibility to receive disability retirement income. Should the disability beneficiary fail within one year to respond to the notice for examination, it shall be conclusively deemed that the beneficiary is not entitled to disability retirement income and it shall be revoked and set aside.
(r) Return of disability benefits recipient to active duty. Should it appear from a medical examination that a disability beneficiary is capable of returning to duty in the fire department in a limited duty or full duty capacity, the beneficiary shall be ordered to return to active duty in the fire department with the consent of the Fire Chief and the Mayor and shall be restored to the active membership. Any member so returning to service from retirement due to a nonservice-connected disability shall receive credit only for service actually rendered in the fire department in computing such person’s creditable service. Any member so returning to service from a retirement due to a service-connected disability shall receive credit for the time spent on pension in addition to service actually rendered in the fire department in computing creditable service. Any beneficiary so restored to the active membership shall return to the classification, title or rank held at the time of retirement and to the pay grade held at the time of retirement regardless of the capacity to which the member is restored and shall be eligible for all benefits provided by this division. The retirement income of any such beneficiary shall cease upon restoration to the active membership and such person shall contribute at the current contribution rate for active members.

(s) Calculation of service-connected disability retirement benefit. Should a member who has applied for service-connected disability retirement as provided in subsection (e) of this section be certified by the board-appointed physician or other physicians designated by the board as not mentally or physically totally incapacitated from rendering useful and efficient service as a firefighter, and, provided other employment is not available in the fire department at the discretion of the department head, and provided further that the member is transferred to other employment within the City, such member’s retirement income percentum then accrued under this division shall be retained in the retirement system and the member shall receive a benefit pursuant to subsection (b) of this section. Such benefit shall be computed irrespective of the vesting schedule set forth in subsection (o) of this section, and shall be payable upon the date retirement benefits may commence as provided by such other City retirement system as may be applicable, or upon the member’s separation from City employment, whichever occurs earliest, but in no event shall the benefit be paid prior to the member’s attainment of age 50. The benefit shall be calculated on the number of years that the person was a contributing member.

(t) Reduction in benefits due to amounts payable under other laws. Any amounts which may be paid or payable under the provisions of any workers’ compensation or similar law to a member or to the dependents of a member on account of any service-connected disability shall, in such manner as the board shall approve, be offset and payable in lieu of any benefits payable under the provisions of the retirement system on account of the same service-connected disability. Any reduction of benefits pursuant to this subsection shall not reduce the payment of benefits, including the offset of any other payments as provided by this section, to less than 25 percent of what they would have been without the reduction.

(u) Limitations. Benefits payable pursuant to this division shall be limited as specified by F.S. § 112.65.

Section 3. That Section 22-206 of the St. Petersburg City Code is amended to read as follows:
Sec. 22-206. - Deferred Retirement Option Plan (DROP).

(a) A member will be eligible to elect to enroll in the DROP at the time he or she is eligible to retire under the early retirement or normal age or service provisions of the plan and begin drawing immediate pension benefits as defined in section 22-201(a). Participation in the DROP cannot commence before the member is eligible to retire. Any member having more than 30 years of service at the time the DROP becomes available will be eligible to participate in the DROP; however, a member's combined years of service and years in the DROP cannot total more than 35 years. A member with 35 or more years of service cannot participate in the DROP. Application for participation in the DROP will be made through the POD.

(b) Once the DROP is entered, a member will be considered "retired" for pension purposes and cannot accrue any additional benefits under the plan, and will no longer be eligible for disability or pre-retirement death benefits. Creditable service ceases and is no longer accrued once a member enters DROP. Contributions by the member and the City normal cost contributions to the applicable pension fund on behalf of the member will cease when participation in the DROP commences. Pension benefits are calculated at the time of entry into the DROP using the earnings base and creditable service as in normal retirement benefit calculations. Any future earnings while employed by the City do not have any effect on pension benefits.

(c) When a member commences participation in the DROP, he or she shall not have the right to participate again as a contributing member of the pension plan. Election in the DROP is irrevocable once DROP payments begin. Total years of participation in the DROP shall not exceed 84 months. Once the member has completed participation in DROP, he will be separated from City employment as a firefighter; this separation shall be processed as a voluntary retirement.

(d) Members who are actively employed firefighters of the City on the effective date of this ordinance, including those members who previously enrolled in the DROP but have not terminated employment as a firefighter, may participate in the DROP for up to 84 months.

(e) Once the member has entered the DROP, pension payments will be transferred to the member's DROP account on a monthly basis. This transfer will occur at the same time pension payments are made to other retirees or beneficiaries.

(f) The Board may select one third party administrator (TPA) to manage the members' DROP accounts or more than one TPA. If the Board selects more than one TPA, each DROP member will choose the TPA that they want to administer their DROP account. The Board may contract with the TPAs regarding services, fees, investment fund options, withdrawal options and other administrative matters related to DROP. The TPAs will provide statements to the members regarding the performance of their DROP accounts on at least a quarterly basis. The Board may adopt rules and procedures for the administration of the DROP including, but not limited to, the process for enrolling in the DROP, transferring between TPAs, if applicable, and processing withdrawals from the DROP at the end of the member's DROP participation. If the Board selects one or more TPAs to manage the members' DROP accounts, all existing and future DROP members' accounts shall be administered by the TPAs selected by the Board.
(g) Unless and until the Board selects one or more TPAs to manage the members' DROP accounts, the transfer of pension funds into the member's DROP account will be an accounting function only. The funds will not physically be transferred. The DROP account will be an account in "bookkeeping" sense only until separation from employment as a firefighter and payout of the account. All DROP accounts will remain in the pension fund for investment purposes, be administered by the Board, and earn or lose interest at the rate of return on the actuarial value of assets calculated annually as reported to the division of retirement pursuant to part IV of chapter 112, State statutes (F.S. ch. 112). No further interest will accrue on the account after the month of separation. To compensate the retirement system for the expense of administering and operating the DROP, each participating member's account shall be charged an annual administrative fee of 0.25 percent of the account earnings which will be deducted from the participating member's account quarterly. The administrative fee shall be reviewed annually by the Board. The board may make reasonable increases or decreases to the administrative fee by resolution. Funds are not transferable from the pension fund into any other investment vehicles. Annual reports regarding the DROP account balance, earnings and losses will be made available to the member.

(h) At no time during participation in the DROP will the member have access to, or be able to borrow against, any of the funds in the DROP account whether the funds remain in the pension fund or are administered by one or more TPAs.

(i) Payments to a DROP account shall not be considered an asset of the retirement system which may be pledged against claims owed to others. Rather, these are deferred payments which have already been earned by the member and are not subject to distribution or control by the member until separation from employment as a firefighter. Except as otherwise provided by law, no amendment to the Code shall make it possible for any part of the DROP funds to be used for, or diverted to purposes other than for the exclusive benefit of persons entitled to benefits under the DROP.

(j) All benefits payable under the DROP shall be paid only from the assets of the DROP and neither the City nor the Board shall have any duty or liability to furnish the DROP with any funds, securities, or other assets except to the extent required by any applicable law. Employees who choose to participate in the DROP will be solely responsible for their investment choices. Any losses, changes or expenses incurred as a result of the participant's investment selection or otherwise incurred shall not be made up by the City or the Board, but all of the same shall be borne exclusively and solely by the participant.

(k) Nothing in this section shall be construed to remove DROP participants from the operation of any forfeiture provisions applicable to the retirement system. DROP participants shall be subject to forfeiture of all retirement benefits, including DROP retirement benefits.

(l) A member's election to participate in the DROP shall make him or her ineligible to vote for member trustees or serve as a member trustee.

(m) Upon separation of employment as a firefighter, retirement benefits shall be paid to the retiree and no longer be transferred into the DROP account. If the Board has selected one or more TPAs to manage the members' DROP accounts, the initial payment from the DROP must be approved by the Board and comply with the Internal Revenue Code. Future payments and changes in payment methods will be administered as provided in the
agreement with the TPA and in compliance with the Internal Revenue Code. If a DROP participant dies while still participating in the plan or before the DROP payout is made, the designated beneficiary shall have payout options as provided in the agreement with the TPA and in compliance with the Internal Revenue Code.

If there is no third party administration of the DROP accounts and the DROP funds remain in the pension fund, the initial payment from the DROP must be approved by the Board and comply with the Internal Revenue Code. Within 60 days after the end of the calendar quarter following separation from employment as a firefighter with the City, the DROP account shall be payable, at the retiree’s option, by a direct rollover of the total amount into an eligible retirement plan, by a partial lump sum payment with the remainder being directly rolled over into an eligible retirement plan, or by payment of the entire amount in a lump sum to the retiree.

Failure of the retiree to designate a payment option will result in a lump sum payout. Payouts, including lump sum payouts, will be made at the same time that regular pension payments are made to retirees. If a DROP participant dies while still participating in the plan or before the DROP payout is made, the designated beneficiary shall have the same rights to elect and receive the same payout options as were available to the participant.

Section 4. Language which is struck through indicates deletions, and language which is underlined indicates additions.

Section 5. Effective Date. In the event this ordinance is not vetoed by the Mayor in accordance with the City Charter, the provisions of this ordinance unless otherwise noted shall become effective after the fifth business day after adoption unless the Mayor notifies the City Council through written notice filed with the City Clerk that the Mayor will not veto the ordinance, in which case the ordinance shall take effect immediately upon filing such written notice with the City Clerk. In the event this ordinance is vetoed by the Mayor in accordance with the City Charter, it shall not become effective unless and until the City Council overrides the veto in accordance with the City Charter, in which case it shall become effective immediately upon a successful vote to override the veto.
The purpose of this letter is to provide the Actuarial Impact Statement for changes to the City of St. Petersburg Firefighters’ Retirement System (“System”). Section 112.63(3) of the Florida Statutes specifies that an actuarial impact statement is to be issued before a change to retirement benefits is adopted and that a copy of such statement is to be forwarded to the Division of Retirement.

Our interpretation of the ordinance is that the following changes are being made to the plan design:

A. Allow for unreduced retirement at 25 years of service (currently 30) or Age 55 (currently 53), in addition to the existing retirement eligibility of Age 50 with 10 years of Credited Service

B. Overtime pay (up to 80 hours for the fiscal year beginning 10/1/2017, then up to 100 hours for the fiscal years beginning 10/1/2018 and thereafter) included in the definition of pensionable compensation

C. Driver engineer pay included in the definition of pensionable compensation

Other than the change in retirement eligibility, none of the changes are presumed to necessitate any changes to the assumptions and methodologies used currently to determine the liabilities and funding requirements for the System.

The actuarial impact on the System of these plan changes is reflected on the following page.
Ms. Vicki Grant  
City of St. Petersburg Firefighters’ Retirement System  
Re: Actuarial Impact Statement  
September 27, 2017  
Page 2

### October 1, 2016 Actuarial Valuation

<table>
<thead>
<tr>
<th></th>
<th>Valuation</th>
<th>Ordinance Changes</th>
<th>Experience Study Changes</th>
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<td>$(8,112,081)</td>
<td>$1,115,995</td>
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</table>

<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
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<tbody>
<tr>
<td>Net Normal Cost</td>
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<td>Amortization of UAAL</td>
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<tr>
<th></th>
<th>$3,097,129</th>
<th>$3,252,192</th>
<th>$3,198,620</th>
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<tbody>
<tr>
<td>Expected non-employer contributions</td>
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<td>1,210,916</td>
<td>1,210,916</td>
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|                            | $1,886,213      | $2,041,276        | $1,987,704               |

|                            | $3,820,221      | $13,048,297       |                          |

**Change in recommended contribution**  
$155,063  $101,491

### Individual Impacts on Unfunded Liability & Recommended Contribution

<table>
<thead>
<tr>
<th></th>
<th>Retirement Eligibility</th>
<th>Overtime Pay</th>
<th>Experience Study</th>
<th>Resulting Unfunded Liability</th>
<th>Change to Unfunded Liability</th>
<th>Recommended Contribution</th>
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<tbody>
<tr>
<td>10/1/2016 Valuation</td>
<td></td>
<td></td>
<td></td>
<td>(11,932,302)</td>
<td>1,886,213</td>
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<tr>
<td>Change #1</td>
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<td></td>
<td></td>
<td>(10,156,436)</td>
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<td>1,925,517</td>
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<td>(9,846,725)</td>
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<td>1,942,465</td>
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<td>Change #3</td>
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<td><strong>Y</strong></td>
<td><strong>Y</strong></td>
<td>(8,112,081)</td>
<td>1,734,644</td>
<td>2,041,276</td>
<td>98,811</td>
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<tr>
<td>Change #4</td>
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<td><strong>Y</strong></td>
<td><strong>Y</strong></td>
<td>1,115,995</td>
<td>9,228,076</td>
<td>1,987,704</td>
<td>(53,572)</td>
</tr>
</tbody>
</table>
Ms. Vicki Grant  
City of St. Petersburg Firefighters’ Retirement System  
Re: Actuarial Impact Statement  
September 27, 2017  
Page 3

The impact of these changes have been based on the data, plan provisions, and assumptions reflected in the October 1, 2016 actuarial valuation of the City of St. Petersburg Firefighters’ Retirement System and the recommended assumption changes from the most recent experience study (changes to be effective October 1, 2017), except that the retirement rate assumption has been changed to 100% at 25 years of service to account for the new retirement eligibility.

This analysis has been prepared in accordance with generally accepted actuarial principles and practice. Future actuarial measurements may differ significantly from the current measurements presented in this analysis due to such factors as the following:

- plan experience differing from that anticipated by the economic or demographic assumptions;
- changes in economic or demographic assumptions;
- increases or decreases expected as part of the natural operation of the methodology used for these measurements; and
- changes in plan provisions or applicable law.

We did not perform an analysis of the potential range of future measurements due to the limited scope of our engagement. The undersigned is compliant with the continuing education requirements of the Qualification Standards for Actuaries Issuing Statements of Actuarial Opinion in the United States.

In our opinion this change is in compliance with Section 14, Article X of the State Constitution and with Section 112.64 Florida Statutes.

Sincerely,

[Signature]

David D. Harris, ASA, FCA, MAAA, EA  
Actuary

DDH/di
ST. PETERSBURG CITY COUNCIL

Meeting of November 20, 2017

TO: The Honorable Darden Rice, Chair and Members of City Council

SUBJECT: Lease Agreement for the Historic Manhattan Casino

OBJECTIVE: To authorize the Mayor, or his designee, to execute a Lease Agreement with Callaloo Group, LLC, a Florida limited liability company, for the use of the City-owned Historic Manhattan Casino, located at 642 – 22nd Street South, St. Petersburg, to operate a restaurant and event space for a term of five (5) years with three (3) optional renewal terms of five (5) years each, for a base rent of forty thousand dollars ($40,000) annually plus percentage rent; and to execute all documents necessary to effectuate same; and providing an effective date.

BACKGROUND: The South St. Petersburg Community Redevelopment Area ("CRA") was first established on June 20, 2013, when the City of St. Petersburg City Council approved Resolution No. 2013-247 finding blight in South St. Petersburg pursuant to Florida's Community Redevelopment Act of 1969 (Chapter 163, Part III). On October 8, 2013, the Pinellas County Board of County Commissioners ("BCC") approved the City's findings of blight and directed its staff to collaborate with the City to develop an interlocal agreement defining the framework for the community redevelopment agency (Resolution No. 13-186). On May 15, 2014, City Council approved the interlocal agreement (Resolution No. 2014-207) and the BCC followed suit on May 20, 2014. At its June 3, 2014 meeting, the BCC delegated certain redevelopment authority to the City, thereby enabling the City to begin preparing the plan (Resolution No. 14-43). The South St. Petersburg Community Redevelopment Plan ("Plan") is a multifaceted revitalization effort that embraces both traditional "place-based" economic development strategies customary to redevelopment plans as well as "people-based" strategies that seek to improve the education, workforce readiness and workforce training opportunities for the residents of South St. Petersburg. The Plan seeks to expand opportunities for entrepreneurs, minority, women and disadvantaged business enterprises, and small businesses, as well as revitalize commercial corridors to grow existing businesses and attract new ones; grow the manufacturing "belt" that bisects the CRA from east to west to create new jobs for residents; and improve the work readiness skills of residents. Redevelopment and revitalization of South St. Petersburg's commercial corridors promote business retention, expansion and relocation efforts through the land disposition policies when such disposition is appropriate and consistent with the objectives of the Plan and City land disposition policies and procedures.

To implement these goals, the Community Redevelopment Agency ("Agency") will engage in land assembly, disposition and development efforts; infrastructure and streetscaping improvements; small business assistance through mentoring and retention programs as well as financial grants and loans; incentivizing affordable and market-rate housing development through financial grants and loans; support for workforce development and work readiness programs; and marketing and technical assistance.
The Historic Manhattan Casino Building is located at 642 - 22nd Street South, St. Petersburg, Florida 33712 ("Premises"), which lies within the CRA, and was acquired by the City in 2002 for redevelopment purposes and to preserve its historic and cultural significance. Built in 1925, the Historic Manhattan Casino is significant for its contribution to entertainment and culture in the local African-American community for more than forty years. Elder Jordan, and his sons contracted with R.L. Sharpe to build the 12,000 sq. ft. two-story Manhattan Casino, which first opened as an entertainment facility named the Jordan Dance Hall in 1931, which became known as the Manhattan Casino. During segregation, the Manhattan Casino was the place for cultural and social entertainment similar to what the Coliseum provided to those not targeted by segregation. Some of American music’s most legendary performers played at the Manhattan Casino including James Brown, Fats Waller, Duke Ellington, Count Basie, Lionel Hampton, Cab Calloway, Ray Charles, Nat King Cole, Sarah Vaughn, Fats Domino, and the Ink Spots. After the big band era, the Manhattan Casino hosted dances featuring local artists. Rock and Roll blues singers that were popular in the 1960’s also performed at the Manhattan Casino. Goldie Thompson, local minister and radio personality, booked religious programs at the Manhattan Casino, as did Father Divine, a spiritualist. The Manhattan Casino closed as a dance hall in 1966.

Following the acquisition by the City in 2002, a major reconstruction initiative spanning multiple years was completed, followed by the City issuing a Request for Proposals (“RFP”) for the use of the Premises in 2011. One response to the RFP was received from Urban Development Solutions, Inc. ("UDS"), who proposed leasing the Premises ("UDS Lease") in order for UDS to construct and operate a restaurant and event space. The UDS Lease was authorized via City Council Resolution No. 2012-341 and, following the UDS build out of the Premises, restaurant operations began in late 2013. In 2015, the City began legal proceedings to declare UDS in default of the UDS Lease, ultimately resulting in its termination and eviction of UDS from the Premises in June 2016.

On October 20, 2016, the City issued a RFP seeking Restaurant and Event/Catering/Supporting Uses of the Premises. The RFP resulted in two (2) proposals received by the deadline on December 15, 2016. After careful review and discussions with the proposers, the two (2) shortlisted proposals were rejected by the Mayor in April 2017.

PRESENT SITUATION

In May 2017, Callaloo Group, LLC ("Tenant") made an unsolicited proposal to Administration to lease the Premises for the Tenant to operate a multi-faceted restaurant and event space. After review of the Tenant's proposal, Administration directed the Real Estate and Property Management Department to proceed with the required public notification process as required by Florida Statute 163.380 ("Public Notice") following consideration of the unsolicited proposal. On June 11, 2017, the Public Notice requesting alternate proposals by the deadline on July 28, 2017 was advertised in Tampa Bay Times and subsequently advertised in The Weekly Challenger on July 6, 2017. The City received a total of four (4) proposals by the deadline; three (3) being from entities other than the Tenant and one (1) revised proposal from the Tenant. Upon his review of the four (4) proposals, the Mayor shortlisted two (2), and after further consideration and discussion with the two (2) shortlisted proposers in August 2017, the Mayor selected the Tenant's revised proposal to begin negotiations for a lease agreement for use of the Premises.
Administration has negotiated a Lease Agreement ("Agreement") with the Tenant, subject to the approval of the City Council, under the following substantive business points:

- **TERM**: Initial five (5) year term ("Term"), with three (3) optional renewal terms of five (5) years each ("Renewal Term").

- **RENT**: Tenant shall pay City a base rent ("Base Rent") of Forty Thousand Dollars ($40,000), plus tax, for each year of the Term or Renewal Term then in effect. In addition to Base Rent, Tenant shall pay City a percentage rent ("Percent Rent") each month during the Term or Renewal Term then in effect, based upon cumulative gross sales ("CGS"), in the following fashion: After achieving CGS of $1,899,999, City shall receive 1% of CGS on the first $1,900,000 achieved, and thereafter, City shall receive 1% of CGS between $1,900,000 - $2,399,999; an additional 0.25% of CGS of $2,400,000 - $2,899,999; and an additional 0.25% of CGS in excess of $2,899,999.

- **BASE RENT CONCESSION**: Provided that Tenant is in full compliance with the Agreement during the first six (6) months of the Term ("Concession Period"), then City shall provide Tenant a Base Rent concession for the Concession Period, for a total possible Base Rent concession of $20,000. Tenant shall then deliver payment of Base Rent beginning with the seventh (7th) month of the Term, and each and every successive month thereafter during the Term or Renewal Term then in effect.

- **CRA INCENTIVE**: Beginning with the end of the second year of the Term and at the end of each subsequent year of the Term thereafter ("CRA Incentive Period"), City will pay Tenant a CRA job incentive payment ("CRA Job Incentive") in the amount of One Thousand Five Hundred Dollars ($1,500) for each hiring of a resident of the South St. Petersburg Community Redevelopment Area ("CRA") into full-time employment with Tenant for a period of at least twelve (12) months ("CRA Employee"), not to exceed Forty Thousand Dollars ($40,000) annually. Each CRA Employee shall only be counted once in the calculation of the CRA Job Incentive during the CRA Incentive Period, and the payment of any CRA Job Incentive is subject to Tenant's full compliance with the terms and conditions set forth in the Agreement. The CRA Job Incentive applies only to the initial Term and not to any Renewal Term.

- **TENANT DEVELOPMENT ON FIRST FLOOR**: Within 120 days of the Commencement Date, Tenant shall open on the first floor of the Premises a full-service, table waited restaurant offering southern cuisine with a "Floribbean" twist that includes but is not limited to fresh flavors, combinations, and tastes representative of the variety and quality of foods indigenous to Florida and the Caribbean; a fully-operational, "to-go" only, restaurant; a commercial commissary for food production; and a bar/lounge with live music including a focus on sourcing alcoholic products produced and readily available in St. Petersburg, whenever possible.

- **TENANT DEVELOPMENT ON SECOND FLOOR**: Within 120 days of the Commencement Date, Tenant shall open on the second floor of the Premises an event venue available for occasions including, but not limited to, weddings, corporate meetings, dances, private parties ("Event Venue"). Tenant shall hire a full-time catering and event sales director as a liaison for activities held in the Event Venue. Tenant shall, subject to
availability, make the Event Venue available to neighborhood groups in the CRA for meetings at no cost or nominal rates provided, however, that all use-related expenses (e.g., food) shall by paid by the neighborhood group using the Event Venue. Tenant shall allow patrons of the Event Venue access to other caterers who offer different cuisines, subject to the rules and regulations for the use of the Event Venue established by Tenant and approved by City. Tenant shall offer live music concerts in the Event Venue, with increasing frequency over the Term, and Tenant indicates performances will include local performing artists including, but not limited to, Shawn Brown, Henry Ashwood Jr., Cat Williams Trio, On Que Players, William Brother Blues Band, Anthony Castellano, and Steve Wilson.

- **ADDITIONAL DEVELOPMENT REQUIREMENTS:** Within six (6) months of the Commencement Date, Tenant shall incorporate a dedicated art collection that celebrates the cultural and historic significance of the Premises to the local African-American community and provide dedicated space for new local art to be placed on a rotating basis to maintain the property's history as a place where art of all types is celebrated. Tenant shall also sponsor a monthly gallery of children's art from local area schools and/or children's programs with the entire proceeds being returned to the respective participants or organizations. Tenant shall also develop an apprentice program to provide on-the-job and entrepreneurial training with a preference given to City of St. Petersburg residents.

- **EMPLOYMENT:** Tenant shall employ not less than the equivalent of twenty five (25) full time employees in, at, or from the Premises by the end of the first (1st) year of the Term, with a minimum average of at least twenty-five percent (25%) of the employees residing in the CRA. "Full Time Employee" shall mean an employee who works a minimum of forty (40) hours in a single work week. Tenant will consider employees for an ownership stake in future restaurant expansion of Tenant, with a goal of not less than four (4) employees residing in the CRA being offered an ownership stake in such future restaurant expansion within five (5) years of the Commencement Date. Tenant shall provide an annual report to the City on the progress of this employee development opportunity. Furthermore, Tenant shall work to enroll its employees in the culinary arts program at Pinellas Technical College or other culinary education ("Culinary Program") with a goal of enhancing employee development and potential for future restaurant ownership.

- **TAXES/UTILITIES:** Tenant shall be responsible for paying all applicable taxes and utilities in connection with its use of the Premises. The annual real estate taxes will be escrowed in monthly rent payments.

- **TENANT RECORDS:** Tenant shall maintain books and records with respect to the Agreement and Premises and City shall have the right to audit said records.

- **MAINTENANCE:** Tenant shall, at its cost and expense, maintain the Premises in good order and repair and shall make all necessary repairs, including all necessary replacements, alterations and additions, using material and equipment of similar or superior kind and quality to the original improvements and provide for annual service contracts for pest control, elevator, and HVAC.
• **HVAC AND STRUCTURAL REPAIRS:** Tenant shall have responsibility for the payment of the first Five Thousand Dollars ($5,000) per occurrence ("Tenant Repair Amount") for repair or replacement of the roof, roof membrane, and roof covering (collectively, "Roof"), exterior walls, foundation and floor slabs, and HVAC ("Major System(s)"). In the event Tenant receives an estimate for repairs or replacement to the Major Systems that exceeds the Tenant Repair Amount, Tenant shall provide City a written copy of said estimate and, subject to the Tenant paying City the Tenant Repair Amount, City shall, at its cost and expense, repair or replace, if necessary, the Major System(s) in disrepair. If the City determines, in its sole discretion, that the repairs are attributable to Tenant’s negligence, then Tenant shall be responsible for all repair or replacement costs.

• **GUARANTY:** Tenant shall provide a Third Party Guaranty to Lease, signed by Pipo's To Go IV, Inc., a Florida profit corporation, for the financial obligations set forth in the Agreement.

• **INSURANCE:** Tenant will maintain an insurance policy including, but not limited to, commercial general liability in the amount of at least $1,000,000 per occurrence and $2,000,000 in the aggregate, protecting the City against all claims or demands that may arise or be claimed on account of the Tenant’s use of the Premises.

**ANALYSIS:** The transaction described in this report is consistent with the Plan objectives of the CRA as it enables the continued revitalization of a commercial corridor in the Midtown area, attracts new and expanding business, provides jobs, workforce training opportunities and capital investment.

**RECOMMENDATION:** Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his designee, to execute a Lease Agreement with Callaloo Group, LLC, a Florida limited liability company, for the use of the City-owned Historic Manhattan Casino, located at 642 – 22nd Street South, St. Petersburg, to operate a restaurant and event space, for a term of five (5) years with three (3) optional renewal terms of five (5) years each, for a base rent of forty thousand dollars ($40,000) annually plus percentage rent; and to execute all documents necessary to effectuate same; and providing an effective date.

**ATTACHMENTS:** Lease Agreement, Resolution

**APPROVALS:**

- Administration:

- Budget: N/A

- Legal:

  (As to consistency w/attached legal documents)
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Resolution No. 2017 -

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A LEASE AGREEMENT WITH CALLALOO GROUP, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR THE USE OF THE CITY-OWNED HISTORIC MANHATTAN CASINO, LOCATED AT 642 – 22nd STREET SOUTH, ST. PETERSBURG, FL, TO OPERATE A RESTAURANT AND EVENT SPACE, FOR A TERM OF FIVE (5) YEARS WITH THREE (3) OPTIONAL RENEWAL TERMS OF FIVE (5) YEARS EACH, FOR A BASE RENT OF FORTY THOUSAND DOLLARS ($40,000) ANNUALLY PLUS PERCENTAGE RENT; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Historic Manhattan Casino Building is located at 642 - 22nd Street South, St. Petersburg, Florida 33712 ("Premises"), which lies within the South St. Petersburg Community Redevelopment Area ("CRA"), and was acquired by the City in 2002 for redevelopment purposes and to preserve its historic and cultural significance to the local African-American community; and

WHEREAS, in May 2017, Callaloo Group, LLC ("Tenant") made an unsolicited proposal to Administration to lease the Premises for the Tenant to operate a multi-faceted restaurant and event space; and

WHEREAS, after review of the Tenant's proposal, Administration directed the Real Estate and Property Management Department to proceed with the required public notification process as required by Florida Statute 163.380 ("Public Notice") following consideration of the unsolicited proposal; and

WHEREAS, on June 11, 2017, the Public Notice, requesting alternate proposals by the deadline on July 28, 2017, was advertised in Tampa Bay Times and subsequently advertised in The Weekly Challenger on July 6, 2017; and

WHEREAS, the City received a total of four (4) proposals by the deadline; three (3) being from entities other than the Tenant and one (1) revised proposal from the Tenant; and

WHEREAS, upon his review of the four (4) proposals, the Mayor shortlisted two (2), and after further consideration and discussion with the two (2) remaining proposers in August 2017, the Mayor selected the Tenant's revised proposal to begin negotiations for a lease agreement for use of the Premises; and
WHEREAS, Administration has negotiated a Lease Agreement ("Agreement") with the Tenant, subject to the approval of the City Council, for an initial term of five (5) years with three (3) optional renewal terms of five (5) years each, with base rent of $40,000 annually and percentage rent, subject to incentives from the City, and covenants and assurances to honor the legacy of the property within the local community, among other terms; and

WHEREAS, Tenant represents that it possesses the skills, experience, and resources, including financial resources, necessary to perform all the obligations set forth in the Agreement; and

WHEREAS, the disposition process described above is in compliance with Florida Statute 163.380; and

WHEREAS, the Agreement is consistent with the objectives of the CRA as it enables the continued revitalization of a commercial corridor in the Midtown area, attracts new and expanding business, provides jobs, workforce training opportunities and capital investment.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the Mayor, or his designee, is authorized to execute a Lease Agreement with Callaloo Group, LLC, a Florida limited liability company, for the use of the City-owned Historic Manhattan Casino, located at 642 – 22nd Street South, St. Petersburg, to operate a restaurant and event space, for a term of five (5) years with three (3) optional renewal terms of five (5) years each, for a base rent of forty thousand dollars ($40,000) annually plus percentage rent; and to execute all documents necessary to effectuate same.

This Resolution shall become effective immediately upon its adoption.

LEGAL:

APPROVED BY:

City Attorney (Designee)

Alan DeLisle, Administrator
City Development Administration
LEASE AGREEMENT
BETWEEN
THE CITY OF ST. PETERSBURG, FLORIDA
AND
CALLALOO GROUP LLC.

THIS LEASE AGREEMENT ("Lease") is entered into on the _____ day of ___________ 2017, by and between the City of St. Petersburg, Florida a municipal corporation of the State of Florida, ("City") and Callaloo Group LLC, a Florida Limited Liability Company, ("Tenant"), (collectively "Parties").

RECITALS

WHEREAS, the City owns the improved real property located at 642 - 22nd Street South, St. Petersburg, Florida 33712, also known as the historic Manhattan Casino ("Property"); and

WHEREAS, the Property has been improved with ±15,300 square feet of enclosed space ("Building"), along with a ± 70-space paved parking area ("Parking Area"), and established landscaping and irrigation ("Grounds"); and

WHEREAS, the Building's first floor includes a built-out restaurant, including but not limited to, a bar, reception/hostess area, office, kitchen area with fire suppression hood system, dumbwaiter, restrooms, take-out and dining areas, and lighting ("First Floor"); and

WHEREAS, the Building's second floor includes a built out banquet hall and event space, including, but not limited to a, bar, restrooms, storage areas, prep area, dumbwaiter, wood floors, and programmable lighting ("Second Floor"); and

WHEREAS, the Building includes multiple systems, including but not limited to an elevator, heating, ventilation and air conditioning system ("HVAC"), electrical wiring, plumbing, security, and fire suppression (collectively, "Systems"); and

WHEREAS, in May 2017 the City received an unsolicited proposal from Tenant to lease the Property for use as a multi-operational restaurant ("Tenant Proposal"); and

WHEREAS, upon review of the Tenant Proposal, the City issued a Public Notice establishing receipt of the Tenant Proposal and inviting alternative proposals with a deadline of 10:00 A.M. local time, on July 28, 2017 ("Public Notice"); and

WHEREAS, the Public Notice was advertised in the Tampa Bay Times on June 11, 2017, and again in The Weekly Challenger on July 6, 2017; and
WHEREAS, four proposals were received by the Public Notice deadline, including a revised version of the Tenant Proposal; and

WHEREAS, upon his review of said proposals, the Mayor selected the Tenant Proposal and the City and Tenant commenced contract negotiations; and

WHEREAS, Tenant represents that it possesses the skills, experience, and resources, including financial resources, necessary to perform all the obligations set forth in this Lease; and

WHEREAS, the Parties have agreed to the terms and conditions set forth in this Lease for the lease of the Property by Tenant.

NOW THEREFORE, in consideration of the covenants and promises contained herein and other good and valuable consideration, the receipt and adequacy which are hereby acknowledged, the Parties hereto agree as follows:

1. **RECOLTALS**: The above recitals are correct and accurate and are incorporated herein.

2. **EXHIBITS**: The exhibits attached to this Lease are, by this reference, made a part of this Lease.

3. **PREMISES**: City hereby leases to Tenant and Tenant hereby leases from City the Property, Building, Parking Area and Grounds (collectively, "Premises"), as illustrated in Exhibit "A".

4. **EFFECTIVE DATE**: The effective date of this Lease is the date of execution by the Mayor or his designee ("Effective Date").

5. **TERM, COMMENCEMENT DATE; EXPIRATION DATE**: The initial term of this Lease shall be for five (5) years ("Term") and shall commence on ___________ __________ ("Commencement Date") and shall expire on ___________ __________ ("Expiration Date"). All terms and conditions set forth in this Lease shall apply during the Term (or Renewal Term then in effect) unless otherwise provided herein.

6. **RENEWAL TERM**: This Lease may be renewed at the end of the Term, or Renewal Term then in effect, for a maximum of three (3) terms of five (5) years each ("Renewal Term"). Provided that the Tenant is not in default of any part of this Lease at the time of notification of its intent to renew and remains so through the end of the Term or Renewal Term then in effect, then during the final year of the Term or Renewal Term then in effect, Tenant shall express its desire to renew by giving notice in writing to the City at least one-hundred eighty (180) days prior to the last day of the Term, or Renewal Term then in effect. The City, in its sole discretion, may then approve the renewal and notify Tenant in writing that the renewal has been approved. If agreement on the terms and conditions of the Renewal Term cannot be reached prior to the end of the Term or Renewal Term then in effect, this Lease shall terminate on the last day of the Term or Renewal Term then in effect. The Renewal Term of this Lease is subject
to approval by the City Council of the City of St. Petersburg ("City Council") and must comply with all applicable provisions of the City Charter, City Code and City policies and procedures. Renewal Terms shall only be effective if memorialized by amendment to this Agreement, executed in compliance with Paragraph 46.

7. **RENT:** The Tenant shall pay Rent to the City, in accordance with the following:

6. **Definitions**

7.1. **Due Date** shall be the fifteenth (15th) day of each month.

7.1.2. **Base Rent** shall mean all money due to the city that is fixed in an absolute amount for the Term of this Lease, plus all applicable sales tax on said money, as set forth in Paragraph 7.2.

7.1.3. **Percentage Rent** shall mean all money due to the City tied specifically to the Gross Sales of all business conducted at, on or from the Premises, as set forth in Paragraph 7.3.

7.1.4. **Additional Rent** shall mean any and all amounts due to City pursuant to this Lease that are not included in Base Rent or Percentage Rent, including but not limited to Real Estate Taxes as set forth in Paragraph 12.2, Safety Line and Utility payments as set forth in Paragraph 13, Late Charges as set forth in Paragraph 11, all other taxes and fees payable to the City as set forth in Paragraph 12.3, any maintenance or repair costs paid by the City as set forth in Paragraph 22, any insurance costs paid by the City as set forth in Paragraph 30.5, as well as any other miscellaneous money due to the City under this Lease.

7.1.5. **Rent** shall mean all money of any kind due to the City under this Lease, including Base Rent, Percentage Rent, and Additional Rent.

7.1.6. **Gross Sales** shall mean the entire amount of the actual sale price, whether for cash, credit or otherwise, of all sales of goods and services and all other income and receipts whatsoever of all business conducted at, on or from the Premises, as reported on the Tenant’s Florida Department of Revenue Form 15 ("DR-15") or any subsequent replacement form utilized for reporting taxable sales to the State of Florida.

7.1.6.1. Notwithstanding what is reported on the DR-15, Gross Sales shall include, without limitation:

(i) mail, telephone, facsimile, internet, electronic, video and computer orders, and orders by means of other technology-based systems whether now existing or hereafter developed, and other orders received, placed or filled at the Premises,

(ii) deposits not refunded to purchasers,

(iii) orders taken at the Premises although filled elsewhere,
(iv) gross receipts from vending and game machines (not to be construed to authorize vending or game machines unless specifically set forth in this Lease, or an amendment thereto),

(v) sale price of gift and merchandise certificates,

(vi) payments from other parties for shelf or advertising space at or respecting the Premises,

(vii) the full value of all consideration other than money received,

(viii) all other gross income or receipts from any business or operation at, on or from the Premises, and

(ix) Gross Sales by any sublessee, concessionaire or licensee.

7.1.6.2. Notwithstanding what is reported on the DR-15, Gross Sales shall not include (but Tenant shall keep separate records therefore as part of Tenant Records, as defined below):

(i) returns to shippers or manufacturers,

(ii) proceeds from the sale of used trade fixtures,

(iii) any cash or credit refunds upon any sale made at, on, or from the Premises where the merchandise is returned by the purchaser,

(iv) any sales or excise tax imposed by any duly constituted governmental authority (provided that no income or franchise tax, capital stock tax, tax based upon gross receipts, assets or net worth, or similar tax shall be deducted from Gross Sales), and

(v) the exchange of merchandise between the stores and warehouses of Tenant, if any, where such exchange of merchandise is made solely for the convenient operation of the business of Tenant and not for the purpose of consummating a sale that has theretofore been made in or from the Premises or for the purpose of depriving City of the benefit of a sale that otherwise would be made in or from the Premises.

7.1.6.3. Gross Sales shall not be reduced to allow for any uncollected or uncollectible amounts or reserves therefore, nor for cost of products or services sold, or other costs, charges or expenses of purchasing, financing, selling, transportation, overhead or taxes except as expressly provided herein.

7.1.6.4. Gross Sales shall not be reduced by trade-ins and the sale price of the item sold for purposes hereof layaway, credit and installment sales shall be included in the month in which the goods or services are delivered or provided, or in which any portion of the payment is received, whichever first occurs, regardless of when or whether full payment is received.
7.2. Tenant shall pay Base Rent to City in the amount of forty-two thousand, eight hundred dollars ($42,800.00), for each year of the Term, or Renewal Term then in effect. This amount includes forty thousand dollars ($40,000) plus seven percent (7%) sales tax on that amount, totaling forty-two thousand, eight hundred dollars ($42,800) Base Rent per year. Except as otherwise provided in this Lease, Tenant shall pay Base Rent in equal monthly payments of $3,567, by the Due Date, for the month in which the Due Date falls. Both Parties acknowledge that any changes to the applicable sales tax will result in a change to the amount of Base Rent, and in the event of such change both Parties acknowledge that this Agreement must be amended accordingly.

7.3. Tenant shall pay Percentage Rent each month during the Term, or Renewal Term then in effect, in compliance with this paragraph, including all sub-paragraphs. The amount due shall be determined based on the Gross Sales of the previous month, as reported on the Tenant’s DR-15, and Cumulative Gross Sales. "Cumulative Gross Sales" shall mean the total of all monthly Gross Sales, as reported on the monthly DR-15, for a current Operational Year. An "Operational Year" shall mean a twelve (12) month period beginning on the first day of the first month in which Gross Sales are reported and each successive twelve (12) month period thereafter. The amount due shall be calculated as follows:

7.3.1. Tenant shall pay no Percentage Rent in any Operational Year in which Cumulative Gross Sales do not exceed $1,899,999.

7.3.2. In any Operational Year in which Cumulative Gross Sales exceed $1,899,999, Tenant shall pay as follows:

7.3.2.1. Tenant shall pay nineteen thousand dollars ($19,000) by the Due Date of the month immediately following the month in which the Cumulative Gross Sales reached $1,900,000 for any Operational Year. This amount is one percent (1%) of all sales between $1 and $1,900,000.

7.3.2.2. In addition to Paragraph 7.3.2.1, for all Cumulative Gross Sales exceeding $1,900,000, but not more than $2,399,999, Tenant shall pay one percent (1%) of all monthly Gross Sales, as reported on the DR-15 reporting the previous month’s Gross Sales, by the Due Date each month.

7.3.2.3. In addition to Paragraphs 7.3.2.1 and 7.3.2.2, for all Cumulative Gross Sales in excess of $2,399,999, but not more than $2,899,999, Tenant shall pay one-and-a-quarter percent (1.25%) of all monthly Gross Sales, as reported on the DR-15 reporting the previous month’s Gross Sales, by the Due Date each month.

7.3.2.4. In addition to Paragraphs 7.3.2.1, 7.3.2.2 and 7.3.2.3, for all Cumulative Gross Sales in excess of $2,899,999, Tenant shall pay one-and-a-half percent (1.5%) of all monthly Gross Sales, as reported on the DR-15 reporting the previous month’s Gross Sales, by the Due Date each month.

7.3.3. For illustrative purposes, if Tenant has $500,000 in Gross Sales each month, Tenant will not pay any Percentage Rent by the Due Date that occurs in the first four
month. At the end of four months, Tenant’s Cumulative Gross Sales will total $2,000,000. By the Due Date that occurs on the fifth month, Tenant would pay Percentage Rent of $20,000 (1% of all Cumulative Gross Sales, including sales during the first four months, per paragraph 7.3.2). If Gross Sales continued at $500,000 each month, then at the end of five months Tenant’s Cumulative Gross Sales will total $2,500,000. By the Due Date that occurs on the sixth month, Tenant would pay Percentage Rent of $5,250 (1% of all monthly Gross Sales between Cumulative Gross Sales of $1,900,000 and $2,399,999, per paragraph 7.3.2, totaling $4,000, plus 1.25% of all monthly Gross Sales between Cumulative Gross Sales of $2,400,000 and $2,899,999, per paragraph 7.3.3, totaling $1,250). If Gross Sales continued at $500,000 each month, then at the end of six months Tenant’s Cumulative Gross Sales will total $3,000,000. By the Due Date that occurs on the seventh month, Tenant would pay Percentage Rent of $6,500 (1.25% of all monthly Gross Sales between Cumulative Gross Sales of $2,400,000 and $2,899,999, per paragraph 7.3.3, totaling $5,000, plus 1.5% of all monthly Gross Sales exceeding Cumulative Gross Sales $2,899,999, per paragraph 7.3.4, totaling $1,500). If Gross Sales continued at $500,000 each month, then at the end of seven months Tenant’s Cumulative Gross Sales will total $3,500,000. By the Due Date that occurs on the eighth month, Tenant would pay Percentage Rent of $7,500 (1.5% of all monthly Gross Sales exceeding Cumulative Gross Sales $2,899,999, per paragraph 7.3.4, totaling $7,500).

7.4. Tenant shall pay Additional Rent by the first Due Date immediately subsequent the day in which any Additional Rent was incurred.

7.5. All Rent calculated in accordance with this Lease shall be rounded upward to the nearest whole dollar.

7.6. All Rent shall be due and payable, without demand or notice, by the Due Date, each month of the Term or any Renewal Term then in effect.

8. INITIAL BASE RENT CONCESSION: Provided that Tenant is in full compliance with this Lease as of the Due Date of each of the initial six (6) months, then City shall provide Tenant a Base Rent concession for the entire amount of monthly Base Rent payment for each the initial six (6) months of the Term, for a total possible Base Rent concession of $21,402 under this Lease. If all six (6) of the monthly Base Rent concessions are provided, then Tenant shall deliver payment of Base Rent beginning on the Due Date day of the seventh (7th) month of the Term, and each and every successive month thereafter during the Term or Renewal Term then in effect, in accordance with this Lease.

9. CRA INCENTIVE: Due to the Property’s cultural and historic significance to the local African-American community and the City of St. Petersburg generally, the Parties acknowledge that involvement of the residents of the South St. Petersburg Community Redevelopment Area ("CRA"), as illustrated in Exhibit "B", is essential for a business to successfully integrate into the local community. As the unique nature of the Property has historically had an important impact on this local community, the Parties desire direct
community involvement in the business. Therefore, in addition to other related requirements in this Lease, Tenant shall offer employment opportunities to local residents of the CRA and the City shall provide Tenant an annual CRA job creation incentive payment ("CRA Job Incentive"), in accordance with the following:

9.1. Provided that Tenant is in full compliance with this Lease, then, beginning with the end of the second year of the Term, and at the end of each subsequent year of the Term thereafter ("CRA Incentive Period"), City will pay Tenant the CRA Job Incentive in the amount of One Thousand Five Hundred Dollars ($1,500) for each resident of the CRA hired and retained as a Full-Time Employee with Tenant, in, at, or from the Premises, for a period of at least twelve (12) months ("CRA Employee"). Any such employee must be both a resident of the CRA and a Full-Time Employee for the entire 12-month period. "Full-Time Employee" shall mean an employee who works an average of at least forty (40) hours each work week. This payment shall not to exceed Forty Thousand Dollars ($40,000) annually.

9.2. Each CRA Employee shall only be counted once in the calculation of the CRA Job Incentive during the CRA Incentive Period.

9.3. The payment of any CRA Job Incentive is subject to this Lease and subject to Tenant's full compliance with the terms and conditions set forth in this Lease.

9.4. At the start and end of each year of the Term within the CRA Incentive Period, Tenant shall provide City with a roster of CRA Employees with information suitable for residency verification ("Incentive Documentation"). Within five (5) business days of receipt of the Incentive Documentation, City shall verify that the Incentive Documentation meets the provisions of Paragraph 9 ("Verification"). Upon Verification, City shall process the payment of the CRA Incentive to Tenant in accordance with City policy and this Lease. In the event City determines the Incentive Documentation does not meet the provisions of Verification, then after receipt of City's determination in writing, Tenant shall diligently work to rectify any deficiencies of the Incentive Documentation and submit revised Incentive Documentation to City within five (5) business days. If City determines that the revised Incentive Documentation does not meet the provisions of Verification, then City shall not proceed payment of the CRA Incentive until such time as Tenant produces Incentive Documentation that meets the provisions for Verification prior to the expiration or earlier termination of this Lease. If the Tenant does not meet the provisions for Verification prior to the expiration or earlier termination of this Lease, the Tenant's right to the payment of the CRA Incentive shall terminate.

9.5. The provisions of this paragraph, and any CRA Job Incentive payments, apply only to the initial Term of this Lease and not to any Renewal Term thereof.

10. PAYMENTS:

10.1. Payments of Rent: All payments of Rent due under this Lease shall be paid in a manner acceptable to the City, in U.S. funds, and shall be delivered to the City at the address set forth in Paragraph 72 of this Lease. Such payments shall be made without notice, demand,
setoff or counterclaim. By the Due Date each month, Tenant shall provide a breakdown of all Rent amounts paid, substantially in the same form as Exhibit "E", attached hereto and made a part hereof by reference, with each payment to the City.

10.2. Third Party Guaranty: On or before the Effective Date, Tenant shall provide a Third Party Guaranty to Lease, signed by Pipo’s to Go IV, Inc., in a form substantially the same as Exhibit "C", attached hereto and made a part hereof by reference.

11. LATE CHARGE: If any payment of Rent is not paid within fifteen (15) days after the Due Date, Tenant shall pay a late charge of five hundred dollars ($500.00) to compensate City for the additional administrative expense and inconvenience occasioned thereby. In addition, City may assess a charge equal to the limit statutorily allowed by law, not to exceed One Hundred ($100.00) Dollars for any check from Tenant returned to City for insufficient funds. All charges identified in this Paragraph shall be payable as Additional Rent.

12. TAXES: As of the Effective Date of this Lease, the following shall apply:

12.1. Personal Property Taxes: Tenant shall be responsible for and shall pay before delinquency all municipal, county, state and federal taxes assessed during the Term, or any Renewal Term hereof, against personal property of any kind owned by or placed in, upon or about the Premises by Tenant.

12.2. Real Estate Taxes: Tenant shall be responsible for all real property ad valorem taxes ("Real Property Taxes") in each year, or any part thereof, of the Term or Renewal Term then in effect. Tenant shall pay to the City, by each Due Date, an amount equal to one twelfth (1/12) of the previous year’s Real Property Taxes, rounded up to the nearest whole dollar. If the amount of Real Property Taxes exceed the previous year’s Real Property Taxes, Tenant shall pay any remaining balance due on the Real Property Taxes upon delivery of an invoice from City by the next Due Date following delivery of such notice. Any such payment shall be considered Additional Rent. The initial Real Property Taxes calculation as herein described shall be based upon the amount indicated by the Pinellas County Tax Collector’s 2016 Notice of Ad Valorem Taxes and Non-Ad Valorem Assessments, which was $33,507.00. If the Tenant fails to pay the taxes as provided in this paragraph, the City may, after written notice to the Tenant and failure of the Tenant to provide paid receipts within ten (10) days after such notice, pay said taxes on Tenant’s behalf, and the amount paid by the City for those taxes shall be deemed due and payable to the City by the Tenant and shall be considered Additional Rent.

12.3. Other Taxes and Fees: Tenant shall be responsible for and shall pay before delinquency all applicable sales taxes, stormwater fees, governmental assessments or charges of any kind, including but not limited to special assessments and fire or other service district assessments, if any, levied on the Premises or the contents thereof and deliver to the City, without notice or demand, the appropriate receipts that show payment thereof. If the Tenant fails to pay the taxes as provided in this paragraph, the City may, after written notice to the Tenant and failure of the Tenant to provide paid receipts within ten (10) days after such notice, pay said taxes on Tenant’s behalf, and the amount paid by
the City for those taxes shall be deemed due and payable to the City by the Tenant and shall be considered Additional Rent.

12.4. Property Owned by Governmental Unit: The Premises are subject to Section 196.199, Florida Statute, as it may be amended from time to time.

13. UTILITIES:

13.1. Utilities: As of the Commencement Date of this Lease, Tenant shall contract in its own name for all water, sewer, electric, gas, telephone, cleaning and janitorial service, satellite/cable/internet services and other services, including but not limited to any and all turn-on or transfer fees, the removal of trash/garbage, grease and restaurant waste, and the cleaning of any grease traps and the pump out and cleaning of any holding tanks of grease and other waste products. If Tenant fails to maintain any utility service, then the City, at its absolute discretion, may contract for any such utility services and Tenant will be responsible for any such costs of service incurred by the City. Any such costs shall be considered Additional Rent.

13.2. Safety Lines: Tenant shall pay to City, by the Due Date, the amount City pays for charges associated with the safety telephone lines ("Safety Lines") dedicated to the operation of fire alarm, security/intrusion alarm and elevator. City shall reasonably notify Tenant of the amount due prior to the applicable Due Date. Any such payment shall be considered Additional Rent.

14. TENANT RECORDS: Commencing on the Effective Date and continuing until the end of the Term or Renewal Term then in effect, Tenant shall prepare, keep and maintain all books and records with respect to this Lease ("Tenant Records") during the Term or Renewal Term then in effect and for the retention periods set forth in the most recent General Records Schedule GSI – SL for State and Local Government Agencies. City shall have the right to audit Tenant Records, including but not limited to Rent and Tenant Development records set forth with Paragraph 21, and Tenant, within forty-eight (48) hours of a request from City, shall make the Tenant Records available for examination at the Premises. If the City conducts an audit of the Rent and it is found that the Rent is understated by more than five percent (5%) or the books and records contain any willful inaccuracies, then, in addition to immediately paying City the full amount of the understated Rent plus applicable sales tax, Tenant shall pay to City the cost of the audit. If City conducts two (2) audits during the Term, or Renewal Term then in effect, that reveal understatements by Tenant of more than five percent (5%), then the same shall constitute a default of this Lease by Tenant and City shall have the right to terminate this Lease upon notice to Tenant.

15. PERMITTED USE: Tenant shall use of the Premises, subject to zoning and the terms and conditions of this Lease, pursuant to and in accordance with the Tenant Development set forth with Paragraph 21 (collectively "Permitted Use"). Tenant shall operate its business in an efficient and reputable manner. Furthermore, subject to approval by the City, Tenant may, in accordance with applicable laws and regulations, sell or provide souvenirs, T-shirts or other non-adult themed novelties directly related to the Permitted Use.
16. **PROHIBITED USE:** Tenant's business activities, conducted on the Premises, pursuant to this Lease, shall be limited solely to the Permitted Use as set out herein, and specifically shall not include any adult use activities including, but not limited to adult use activities as described in the St. Petersburg City Code, a copy of which is available from the City Clerk and as it may be amended from time to time.

17. **ACCESS RIGHTS:**

17.1. **Tenant's Rights:** As of the Effective Date of this Lease, Tenant shall have the right to access, use and make improvements to the Premises, in accordance with the terms and conditions of this Lease.

17.2. **City's Rights:** City or City's agents shall have the right to enter the Premises upon reasonable notice and during Tenant's non-business hours, accompanied by Tenant's representative, to inspect the Premises and to make such reasonable repairs to the Premises as City may deem necessary and which are City's responsibility under this Lease. During the ninety (90) day period immediately preceding the expiration of the Term, or Renewal Term then in effect, City may show the Premises to prospective tenants during normal business hours, upon reasonable notice and accompanied by Tenant's representative. City shall take all reasonable steps to minimize any interference in Tenant's business operations as a result of such entry.

17.2.1. **City Repairs:** City shall be allowed to take all material into and upon the Premises that may be required for all reasonable repairs to be made by City under this Lease, without the same constituting an eviction of Tenant. City shall use its best efforts to do all repairs when Tenant is not open to the public and to conduct all such repairs in a manner so as to minimize any disruption to Tenant's business. Nothing in this paragraph shall be deemed to impose upon City any obligation for the care, maintenance, or repair of the Premises, as such obligations being set forth elsewhere in this Lease.

17.2.2. **City Use Days:** City shall have not less than six (6) annual City use days during the Term, or Renewal Term then in effect, for City sponsored events on the Second Floor ("City Use Day(s)"). The City shall not be charged any fee for City Use Days, but shall bear all its own expenses related to any events on City Use Days. City shall provide Tenant with not less than thirty (30) days notice either in writing, by fax or email of the City's intention to use the Second Floor. Tenant shall respond in not more than twenty-four (24) hours if there are any scheduling conflicts. City shall return the Second Floor in similar condition as prior to City use.

18. **COMPLIANCE WITH LAWS:** For the purposes of this Lease, "Laws" shall mean all present and future (i) federal, state, and local constitutions, laws, statutes, ordinances, rules, regulations, and codes; (ii) decrees, orders, applicable equitable remedies and decisions by courts in cases where such decisions are binding precedent in the State of Florida; (iii) decisions of federal courts applying the Laws of the State of Florida; and (iv) regulations and orders of quasi official entities or bodies (e.g., boards, bureaus and public utilities), as the same may be
amended or supplemented from time to time. Laws shall include, without limitation, the bonding requirements of Florida Statute 255.05, Florida Public Records Laws, and the Americans with Disabilities Act of 1990 ("ADA"). Tenant shall use the Premises for the Permitted Use and for no other purpose whatsoever, subject to and in compliance with all other provisions of this Lease, including but not limited to Paragraph 27 of this Lease. Commencing on the Effective Date and continuing until the end of the Term or Renewal Term then in effect, Tenant shall comply with applicable Laws, including but not limited to Laws requiring the Premises to be closed on or during any days or hours, health, safety and building codes, and any permit or license requirements. City makes no representation that the Premises are suitable for Tenant’s purposes. Tenant acknowledges that City and its authorized representatives have not made any warranties or representations as to the Permitted Use that can be made of the Premises under existing Laws.

19. BUILDING AS LOCAL LANDMARK; The Parties acknowledge the Building is a local landmark, and as such, may be controlled by Laws, including but not limited to, the City’s Historic and Archaeological Preservation Overlay, currently Chapter 16 of the St. Petersburg City Code ("Overlay"). In addition to other restrictions under this Agreement, any alterations or additions to the exterior of the Building or to the structural portions of the Building shall not be made by Tenant without the Certificate of Appropriateness required under the Overlay.

20. AS-IS CONDITION; Tenant has inspected the Premises and accepts the Premises in AS-IS condition.

21. TENANT DEVELOPMENT; The Tenant, at Tenant’s sole cost and expense, shall develop, operate and maintain the Premises in the following manner (collectively, "Tenant Development"): 

21.1. Property Legacy: The Parties acknowledge the Property’s cultural and historic significance to the local African-American community and shall honor and celebrate such cultural and historical significance and shall incorporate such into the Tenant Development, including but not limited to, the provisions set forth in Paragraphs 21.2, 21.3, 21.4, 21.5, and 21.6.

21.2. Within 120 days of the Commencement Date, Tenant shall develop, operate, and maintain the First Floor as follows:

21.2.1. A full service, table waited restaurant, offering southern cuisine with a "Floribbean" twist that includes but is not limited to fresh flavors, combinations, and tastes representative of the variety and quality of foods indigenous to Florida and the Caribbean;

21.2.2. A fully operational, "to-go" only restaurant that is distinct from the restaurant set forth in Paragraph 21.2.1;

21.2.3. A commercial commissary for food production to serve the “to-go” only restaurant and the Event Venue, as hereinafter defined, as well as other Tenant locations, catering or events, held on or off of the Premises, and served by the Tenant;
21.2.4. A bar/lounge with live music with a focus on sourcing alcoholic products produced and readily available in St. Petersburg whenever possible.

21.3. Within 120 days of the Commencement Date, Tenant shall develop, operate and maintain the Second Floor as follows:

21.3.1. An event venue available for occasions including but not limited to weddings, corporate meetings, dances, private parties ("Event Venue"). Tenant shall hire a full time catering and event sales director for as a liaison for activities held in the Event Venue.

21.3.2. Tenant shall offer live music concerts in the Event Venue in accordance with the following:

21.3.2.1. During the first and second years of the Term, no less than two (2) times per month;
21.3.2.2. During the third year of the Term, no less than three (3) times per month;
21.3.2.3. During the fourth and fifth year of the Term, no less than four (4) times per month;
21.3.2.4. Tenant represents performances will include local performing artists, including but not limited to, Shawn Brown, Henry Ashwood Jr., Cat Williams Trio, On Que Players, William Brother Blues Band, Anthony Castellano, and Steve Wilson.

21.3.3. Tenant shall, subject to availability, make the Event Venue available to neighborhood groups in the CRA for meetings at no or nominal rates; provided however that all use-related expenses (e.g. food) shall be paid by the neighborhood group using the Event Venue.

21.3.4. Notwithstanding Paragraph 21.2.3, the Tenant shall allow patrons of the Event Venue access to other caterers who offer different cuisines, subject to the rules and regulations for the use of the Event Venue established by Tenant and approved by City.

21.4. Art and Culture: Within six (6) months of the Commencement Date, Tenant shall incorporate a dedicated art collection that celebrates the Property's cultural and historic significance to the local African-American community and provide dedicated space for new local art to be placed on a rotating basis to maintain the Property's history as a place where art of all type is celebrated. The dedicated art collection shall include not less than four (4) pieces of art that celebrate the history of the Premises and the local African-American community. The dedicated space for new art shall consist of not less than five hundred (500) sq/ft. of space for local artists that shall be rotated at a minimum of four (4) times per year.

21.5. Within six (6) months of the Commencement Date, Tenant shall develop, operate and maintain programs of educational and community support as follows:

21.5.1. Tenant shall sponsor a monthly gallery of children's art, from local area schools and/or children's programs of not less than one hundred (100) sq/ft., with the entire proceeds being returned to the respective participants or organizations.
21.5.2. Tenant shall develop an apprentice program to provide on-the-job and entrepreneurial training, with a preference given to City of St. Petersburg residents.

21.6. Employment: Tenant shall employ not less than twenty-five (25) full-time equivalent employees in, at, or from the Premises by the end of the first (1st) year of the Term, with a minimum average of at least twenty five percent (25%) of the full-time equivalent employees residing in the CRA ("CRA Employee Percentage"). The total of twenty-five (25) full-time equivalent employees shall be determined by the sum of all Full-Time Employees and Part-Time Employee Equivalencies.

21.6.1. "Part-Time Employee Equivalencies" shall be calculated by dividing each part-time employee's average weekly hours by forty (40). Therefore, a part-time employee who works an average of 24 hours each week shall count for .6 (twenty-four divided by forty) of an employee toward the full-time equivalent employee total. As an example assuming compliance with the CRA Employee Percentage requirement, if Tenant employed Nineteen (19) Full-Time Employees and ten (10) part-time employees that each worked an average of 24 hours per week, then Tenant would meet the requirements of this paragraph in employing twenty-five (25) full-time equivalent employees (Nineteen Full-Time Employees plus ten part-time employees at .6 each).

21.6.2. During each Operational Year thereafter, Tenant shall maintain the CRA Employee Percentage. Tenant shall provide the City with annual reports, such as copies of employees W-2's or other such documentation determined to be suitable to the City, in the City's sole discretion, to determine compliance with this paragraph.

21.7. Employee Development: Tenant will consider employees for an ownership stake in future restaurant expansion of Tenant, with a goal of not less than four (4) employees residing in the CRA being offered an ownership stake in such future restaurant expansion within five (5) years of the Commencement Date. Tenant shall provide an annual report to the City on the progress of this employee development opportunity. Furthermore, Tenant shall work to enroll its employees in the culinary arts program at Pinellas Technical College or other culinary education ("Culinary Program") with a goal of enhancing employee development and potential for future restaurant ownership.

22. TENANT MAINTENANCE OBLIGATIONS: Except as set forth in Paragraph 23, Tenant shall, at its cost and expense, maintain the Premises, and all improvements located thereon, in good order and repair, in a clean and sanitary condition, and shall make all necessary repairs, including all necessary replacements, alterations and additions, using material and equipment of similar or superior kind and quality to the original improvements (collectively, "Tenant Maintenance Obligations").

22.1. Except for the provisions set forth in Paragraph 23, the Tenant Maintenance Obligations shall include but not be limited to the following:
22.1.1. **Exterior**: The Parking Area, Grounds, HVAC, exterior wall paint, all exterior doors and windows, including but not limited to all glass therein, shades, awnings, window coverings, signs, and lights.

22.1.2. **Interior**: All walls, ceilings, floors, paint, windows, window glass, window shades and coverings, all partitions, doors, fixtures, equipment and appurtenances thereof, all lighting, electrical equipment, HVAC, plumbing fixtures and equipment.

22.1.3. **Service Contracts**: Entering into and providing for annual service contracts (collectively "Service Contracts") including but not limited to the following:

- **22.1.3.1. Elevator**: Contract for the elevator with a duly licensed elevator service company for elevator maintenance, repair, and provide for any required inspections and certifications;

- **22.1.3.2. HVAC**: Contract with a duly licensed air conditioning service company for the maintenance of the HVAC;

- **22.1.3.3. Pest Control**: Contract for monthly pest inspections and treatments. The definition of Pest shall include but is not limited to fungus, mold, insect, nematode, rodent, weed, or other life form that is injurious to human health, or interferes with economic activities. Tenant assumes all responsibility for pest control including but not limited to termite extermination.

- **22.1.3.4. Service Contracts Documentation**: Tenant shall deliver a copy of the Service Contracts to the City upon the Commencement Date, and prior to the anniversary date of each year of the Service Contracts, to the address set forth in Paragraph 72 of this Lease.

22.1.4. **Fire Suppression**: Being responsible for all fire suppression systems and equipment including but not limited to the fire sprinkler, fire hood and fire extinguishers and all required inspections and certifications thereof.

22.1.5. **Security**: Being responsible for protecting the Premises and the Property located therein from theft and robbery and shall keep all doors and windows securely fastened when the Premises are not in use.

22.1.6. **Trash Disposal**: Paying all costs associated with disposal of its garbage, including but not limited to, costs of pick up, containers and deposits.

22.1.7. **Grease Trap**: Paying all costs and expenses associated with the operation, maintenance and repair of the grease trap as well as all costs associated with grease disposal.

22.1.8. **Exterior and Sidewalk**: Keeping the exterior of the Premises and the adjacent sidewalk clear of all debris and litter.

22.1.9. **Tenant Duty to Warn**: Tenant shall, at its own cost and expense, maintain the Premises in a safe condition and shall have the duty to warn all persons who enter onto the Premises of any dangerous condition thereon known to Tenant.
22.2. **Manufacturer's Warranties**: City shall extend, whenever possible, to Tenant the benefit of any available manufacturer's or other warranties.

22.3. **Tenant's Failure to Act**: If Tenant fails to maintain the Premises as required hereunder, then thirty (30) days after written request (or such longer period as is necessary if the maintenance or repair cannot reasonably be completed within the thirty (30) day period and Tenant promptly commences and diligently pursues the completion of such maintenance or repair), City shall have the right to enter the Premises and to undertake such maintenance or repair at Tenant's expense, and, upon completion thereof, Tenant shall pay as Additional Rent, within thirty (30) days after Tenant's receipt of an invoice for City's reasonable costs for undertaking such maintenance and repair.

23. **HVAC AND STRUCTURAL REPAIRS**: Tenant shall have responsibility for the payment of the first Five Thousand Dollars ($5,000), per occurrence ("Tenant Repair Amount"), for repair or replacement of the roof, roof membrane, and roof covering (collectively, "Roof"), exterior walls, foundation and floor slabs, and HVAC ("Major System(s)"). In the event Tenant receives an estimate for repairs or replacement to the Major Systems that exceeds the Tenant Repair Amount, Tenant shall provide City a written copy of said estimate, and, subject to the Tenant paying City the Tenant Repair Amount, City shall, at its cost and expense, repair or replace if necessary, the Major System(s) in disrepair. If the City determines, in its sole discretion, that the repairs are attributable to Tenant's negligence, then Tenant shall be responsible for all repair or replacement costs outlined in this paragraph.

24. **IMPROVEMENTS TO PREMISES**: Tenant shall not make, or permit to be made, any alterations, additions, improvements or changes on the Premises without, in each case, first obtaining the written consent of the City in accordance with Paragraph 57 of this Lease, in addition to required permits. In the event Tenant shall build-out, construct, or modify the Premises that would cause a subsequent increase in cost and expenses to the City for equipment including but not limited to HVAC or fire suppression, Tenant shall bear the full cost and expense of the purchase, installation, and service of any such equipment.

25. **OWNERSHIP OF IMPROVEMENTS**: Excluding Tenant's Personal Property and Trade Fixtures, all Improvements and Fixtures placed on or in the Premises by Tenant, and any alterations or replacements thereof, shall become the property of City upon the expiration or earlier termination of this Lease. Said Improvements and Fixtures and Trade Fixtures are defined as follows:

25.1. "Improvements and Fixtures" shall mean a constructed element, fixture or piece of equipment which has been attached to the Premises in such a way as to be part of the Premises and its removal would damage the Premises. Improvements and Fixtures, for the purposes of this Lease shall include, but not be limited to, the Systems.

25.2. "Trade Fixture" shall mean a piece of equipment on or attached to the Premises which is used in the Tenant's trade or business, including but not limited to tables, booths, chairs, decorative light fixtures, kitchen and other restaurant equipment. All Trade Fixtures that
were placed on the Premises by Tenant after the Effective Date, shall remain the property of the Tenant.

25.3. Tenant shall, provide City a written inventory of all Improvements and Fixtures and all Trade Fixtures on the Premises ("Inventory") by February 15, 2018. The Inventory shall include, without limitation, applicable brand, model, and identification/serial numbers, and be attached to this Lease as Exhibit "D".

26. RETURN OF PREMISES:

26.1. Condition of Premises: The Tenant shall, on or before the expiration of this Lease, or its earlier termination as provided herein, remove all Trade Fixtures, and other personal property of Tenant that is not permanently attached ("Tenant's Personal Property"), repair any damage caused by such removal and surrender and deliver up the Premises, broom clean and in good order, condition and repair, less ordinary wear and tear. If Tenant fails to make such repairs, City may make the repairs and charge Tenant for its costs. Any Trade Fixtures and Tenant's Personal Property not removed within thirty (30) days after the expiration of this Lease or its earlier termination as provided herein shall be deemed to have been abandoned by Tenant, and may be retained or disposed of by City, in its sole discretion, and City may charge Tenant for its costs for said disposal. The provisions of this Paragraph shall survive the expiration or earlier termination of this Lease.

26.2. Contracts and Encumbrances: Tenant shall return the Premises free and clear of any contractual obligations or other legal encumbrances not approved in writing by the City.

27. RULES AND REGULATIONS FOR TENANT:

27.1. Odors: Tenant shall not operate an incinerator or burn trash or garbage or permit any noxious odors to emanate from the Premises.

27.2. Antennas; Projections: Tenant shall not, except as otherwise provided herein, place or permit any television or radio on the roof or outside the Premises; nor place any antenna, or other projection on the exterior of the Premises, except Tenant shall have the right to install, at its sole cost and expense, cable television hook-ups to the Premises, or a satellite dish located outside or on the roof of the Premises as permitted by applicable Laws.

27.3. Nuisance: Tenant shall not take any action nor permit any action that, in the reasonable judgment of City, would constitute a nuisance.

27.4. Parking Area: Tenant shall obtain the written consent of the City prior to charging any fees associated with the Parking Area.

27.5. Interior Temperature: Tenant shall maintain the inside of the Event Venue at a temperature sufficient to prevent warping of its wood floors.

27.6. Trash Collection: Tenant shall store all trash and garbage within a designated area and only in receptacles of the size, design, and color from time to time agreed upon by City and Tenant.
27.7. **Signs:** Tenant signs on the Premises, and all media advertising must include the phrase "The Historic Manhattan Casino". All Tenant signage shall be subject to applicable Laws.

27.8. **Outdoor Seating:** Tenant may, upon procuring all necessary approvals and/or permits, without waivers, exceptions or variances, from state or local authorities, provide an outdoor seating area for the exclusive use of its customers on the Premises, in accordance with Paragraph 24 of this Lease.

27.9. **Music:** Any music on the Premises shall be in compliance with all applicable Laws.

27.10. **Specific Restrictions:** Tenant shall not: (i) use strobe or flashing lights in or on the Premises or in any signs therefore; (ii) operate any electrical or other device which interferes with or impairs radio, television, microwave, or other broadcasting or reception; (iii) bring or permit any pet or other animal, except for those authorized under Laws, in the Premises; (iv) do or permit anything in or about the Premises that is unlawful, or is contrary to public health, safety or welfare; (v) use or permit upon the Premises anything that violates any certificates of occupancy issued for the Premises or (vi) conduct any business not permitted under Paragraph 15 of this Lease.

27.11. **Additional Rules:** City may add to, amend, or supplement any such rules and regulations so long as the rules and regulations are reasonable, do not conflict with this Lease, do not cause Tenant to incur additional and unreasonable costs, and do not interfere with the Tenant's Permitted Use. Any such additional rules and regulations, amendments or supplements shall be delivered to Tenant in writing at least thirty (30) days prior to their effective date.

28. **GOVERNMENTAL REGULATION:**

28.1. **Permits and Licenses:** Tenant shall be responsible for obtaining any and all necessary permits, licenses, certifications and approvals which may be required by any government agency in connection with Tenant's performance of this Lease, and comply with all Laws pertaining to the operation of the Premises for its Permitted Use, now or hereafter in force. Upon request of the City, Tenant shall provide the City with written evidence of such permits, licenses, certifications, and approvals.

28.2. **Structural Repair and Improvements:** Tenant shall not be required to effect any structural repair, structural improvement, structural alteration or other change of a structural nature by reason of any such Laws unless the conditions constituting a violation of any such provisions were created by improvements provided by, or the specific use made of the Premises by Tenant (as opposed to the occupancy of the Premises). Governmental penalties, fines or damages imposed on any portion of the Premises as a result of the acts of Tenant, its employees or agents, shall be paid by Tenant within thirty (30) days after receipt of said notice by Tenant, unless reasonably contested by Tenant. City represents and warrants that the Building is in compliance with all Laws and that City shall comply with all Laws, pertaining to the Building now or hereafter in force.

28.3. **Tenant Responsibilities for ADA:** Tenant assumes all responsibility including, but not limited to, financial, construction and physical modification costs, provision of auxiliary
aids, services and legal costs, for ensuring compliance with all aspects of the ADA and any amendments thereto and regulations promulgated thereunder including, but not limited to Title II, Structural and Title III, Programmatic Accessibility Standards as well as any future additions.

29. **LIENS:**

29.1. **No Real Property Liens:** Tenant shall never, under any circumstances, have the power to subject the Property to any mechanic's or materialman's lien or other lien of any kind.

29.2. **Payment and Performance Bond:** All contracts for improvements to the Property shall provide for a payment and performance bond in accordance with Section 255.05, Florida Statutes or successor laws. Notice is hereby given that no contractor, subcontractor or any other person who may furnish any material, service or labor for any building, improvement, alteration, repairs or any part thereof, or for the destruction or removal of any building or structure, shall at any time be or become entitled to any lien on or against the Property.

29.3. **Leasehold as Collateral; City Estoppel Certificate:** City acknowledges that Tenant may require a personal property lease agreement or other secured financing for equipment for its operations to be physically located at the Premises, or require financing using Tenant's leasehold interest as collateral. In the event that a lender or equipment lessor requires City as landlord to provide an estoppel and subordination certificate subordinating this Lease to the new financing, City shall, upon written request, execute such certificate whose terms and conditions are acceptable to City in its sole discretion, and only if it provides that the leasehold is the collateral and that City's fee simple interest in the real property will not be subject to the financing. Notwithstanding the foregoing, in no event shall City provide an estoppel certificate for any leasehold mortgage that exceeds the Term or Renewal Term then in effect, or one that exceeds the Expiration Date of this Lease whichever is shorter.

29.4. **Landlord Lien:** City shall have a lien against Trade Fixtures, Tenant's Property, all goods, equipment, furniture and other personal property of Tenant kept on the Premises at any time during the Term, or Renewal Term then in effect, in the aggregate amount of all Rent, damages and the sums that may at any time be owed by Tenant to City under this Lease. City, in the event of any default by Tenant, may foreclose the lien.

30. **INSURANCE:**

30.1. Commencing on the Effective Date and continuing until the end of the Term or Renewal Term then in effect, Tenant shall obtain and maintain, at Tenant's cost, the following insurance, written by a firm that is authorized to conduct operations in the State of Florida, and be rated "A-" or better by a rating agency such as A.M. Best or its equivalent. The policy or policies shall have following minimum coverages and limits:

30.1.1. **Commercial Liability:** Commercial General Liability policy on an occurrence basis with at least a $1,000,000 per occurrence limit and $2,000,000 aggregate limit. Coverage shall include bodily injury and property damage for premises and operations, including but not limited to products and completed operations, personal injury, and contractual
liability under this Lease, protecting the City against all claims or demands that may arise or be claimed on account of Tenant’s use of the Premises.

30.1.2. **Automobile Liability:** Automobile Liability insurance with a minimum combined single limit of $1,000,000. Coverage shall include bodily injury and property damage liability arising out of the ownership or use of any automobile, including owned, non-owned, and hired automobiles.

30.1.3. **Worker's Compensation:** Workers' Compensation Insurance in compliance with the laws of the State of Florida.

30.1.4. **Employer's Liability:** Employer's Liability coverage with minimum limits of $100,000 each accident, $100,000 each employee and $500,000 policy limit for disease.

30.1.5. **Liquor Liability:** Liquor Liability Insurance coverage of not less than $1,000,000 per occurrence.

30.1.6. **Personal Property:** Any insurance coverage Tenant may desire on its contents on the Premises.

30.1.7. **Business Interruption Insurance:** Business Interruption Insurance insuring that all sums payable under this Lease, including but not limited to Rent and maintenance charges shall be paid to City if the Premises are destroyed by a risk which is insurable under a standard policy of fire and extended coverage insurance with vandalism and malicious mischief endorsements.

30.2. Tenant shall provide City with Certificates of Insurance on a standard ACORD form reflecting all coverages prior to commencing operations and at each subsequent policy renewal. At City’s request, Tenant shall provide City with a copy of each policy required by this Lease.

30.3. All policies, with the exception of Workers Compensation, shall name the City of St. Petersburg as an "Additional Insured" under the policy, provide contractual liability coverage, shall be primary and non-contributory to any insurance maintained by the City, and provide that they shall not be subject to cancellation or any material change which would or could affect City except for a minimum of thirty (30) days prior written notice to City at the address set forth in Paragraph 72 of this Lease.

30.4. The insurance coverages and limits are set at the sole discretion of City and are subject to change or revision as the need arises. City may, at its sole discretion, change or increase the required insurance coverage and limits from time to time and shall provide thirty (30) days notice to Tenant. Failure of the Tenant to comply with any changes or increases within thirty (30) days of receipt of written notice from City shall be considered a default of this Lease. Approval by City of any certificate of insurance does not constitute verification by City that the insurance requirements have been satisfied or that the insurance policy shown on the certificate of insurance is in compliance with the requirements of this Lease. City reserves the right to require a certified copy of the entire insurance policy including endorsements. When requested by City, Tenant shall, within ten (10) days of request, provide copies of current policies.
30.5. If the Tenant fails to furnish certificates showing policies paid in full as provided in this Lease, City may, after written notice to the Tenant and failure of the Tenant to provide the certificate within ten (10) days after such notice, obtain the insurance, and the premiums paid by City for that insurance shall be deemed immediately due and payable to City by the Tenant. Any such payment shall be considered Additional Rent.

30.6. Any permitted subtenant under this Lease or other persons contracting with the Tenant shall maintain the following minimum insurance coverages and limits:

30.6.1. **Commercial Liability:** Commercial General Liability policy on an occurrence basis with at least a $1,000,000 per occurrence limit and $2,000,000 aggregate limit. Coverage shall include bodily injury and property damage for premises and operations, including but not limited to products and completed operations, personal injury, and contractual liability under this Lease, protecting the City against all claims or demands that may arise or be claimed on account of the subtenant's or contractor's use of the Premises.

30.6.2. **Automobile Liability:** If the subtenant's or contractor's operations include the use of automobiles, Automobile Liability insurance with a minimum combined single limit of $1,000,000. Coverage shall include bodily injury and property damage liability arising out of the ownership or use of any automobile, including owned, non-owned, and hired automobiles.

30.6.3. **Liquor Liability:** If the subtenant's or contractor's operations include the manufacture, distribution, sale, or service of alcohol, Liquor Liability coverage with a minimum limit of $1,000,000 per occurrence.

30.6.4. **Worker's Compensation:** Workers' Compensation Insurance in compliance with the laws of the State of Florida.

30.6.5. **Employer's Liability:** Employer's Liability coverage with minimum limits of $100,000 each accident, $100,000 each employee and $500,000 policy limit for disease.

30.6.6. **Personal Property:** Any insurance coverage subtenant may desire on its contents on the Premises.

30.6.7. All of the subtenant's or contractor's policies, with the exception of Workers Compensation, shall name the City of St. Petersburg and the Tenant as an "Additional Insured" under the policy, provide contractual liability coverage, and provide that they shall not be subject to cancellation or any material change which would or could affect City except for a minimum of thirty (30) days prior written notice to City at the address set forth in Paragraph 72 of this Lease

31. **INDEMNIFICATION:** Commencing on the Effective Date and continuing until the end of the Term or Renewal Term then in effect, the Tenant shall defend at its expense, pay on behalf of, hold harmless and indemnify the City, its officers, employees, agents, elected and appointed officials and volunteers (collectively, "Indemnified Parties") from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, "Claims"), whether or not a lawsuit is filed, including but not limited to Claims
for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities; and costs, expenses and attorney's and experts' fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly:

31.1. The ownership, occupancy, or use of the Premises by the City or Tenant.

31.2. The performance of this Lease (including future changes and amendments thereto) by Tenant, its employees, agents, representatives, contractors, subcontractors or volunteers, including but not limited to the Tenant's duty to maintain and warn of dangerous conditions located on the Premises and known to the Tenant; or

31.3. The failure of Tenant, its employees, agents, representatives, contractors, subcontractors or volunteers to comply and conform with any applicable Laws; or

31.4. Any negligent act or omission of the Tenant, its employees, agents, representatives, contractors, subcontractors or volunteers, whether or not such negligence is claimed to be either solely that of the Tenant, its employees, agents, representatives, contractors, subcontractors or volunteers or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or

31.5. Any reckless or intentional wrongful act or omission of the Tenant, its employees, agents, representatives, contractors, subcontractors or volunteers.

32. NO INSURANCE LIMITATION: The purchase of insurance coverage required by this Lease, or otherwise, shall not relieve Tenant from the requirements of Paragraph 31 of this Lease.

33. DISCLAIMERS.

33.1. Risk of Loss: Tenant shall store its property in and shall occupy the Premises at its own risk.

33.2. Merchandise/Equipment: The City shall not be responsible or liable at any time for any damage to Tenant's Trade Fixtures, Tenant's Personal Property, merchandise, equipment, or to Tenant's business regardless of the cause, unless such damage is due to City's negligence or wrongful act.

33.3. Third Parties: The City shall not be responsible or liable to Tenant for any damage to either person or property that may be occasioned by or through the acts or omissions of third parties.

33.4. Defects: Unless due to City's negligence, wrongful act, or failure to comply with this Lease, City shall not be responsible or liable for any defect in any of the Premises or any of the equipment, machinery, utilities, appliances or apparatus therein, nor shall it be responsible or liable for any damage to any person or to any property of Tenant or other person caused by or resulting from burst, broken or leaking pipes or by or from, steam or the running, backing up, seepage, or overflow of water or sewage in any part of the Premises or for any damage caused by or resulting from acts of God or the elements, the failure of
any public utility in supplying utilities to the Premises or for any damage caused by or resulting from any defect or negligence in the occupancy, construction, operation or use of any of the Premises, machinery, apparatus or equipment by any other person or by or from the acts of negligence of any occupant, guest, invitee, or customer of the Premises.

33.5. Notice of Claim: Tenant shall give twenty four (24) hour notice to City in case of fire or accidents or other casualties on or about the Premises or of any defects in any fixtures or equipment therein.

34. WAIVER OF SUBROGATION: Nothing herein shall be construed to negate or modify the insurer’s responsibility to the City, as an additional insured under any insurance required under Paragraph 30 of this Lease, to defend and pay Claims made against the City. Tenant and subtenants hereby waive any rights it may have against the City on account of any loss or damage incurred by Tenant and subtenants, to its property, the Premises, or its contents arising from any risk actually covered by fire and extended coverage insurance policies. Tenant, and subtenants, on behalf of its insurance companies insuring the property of Tenant and subtenants against any such loss or damage, waive any right of subrogation that such companies may have against City, as the case may be to the extent such insurance allows it. Tenant and subtenants covenant that, to the extent such insurance endorsement is available; it will obtain, for the benefit of the City, a waiver of any right of subrogation from such insurance companies, if such endorsement is required by the insurance company to waive subrogation.

35. ASSIGNMENT AND SubLEASE:

35.1. Assignment:

35.1.1. Consent of the City: Tenant may not delegate performance nor assign this Lease, or any of its rights under this Lease without the City’s prior written consent that shall be granted or withheld in the City Council’s sole discretion. Any such purported delegation or assignment shall be null and void and shall constitute a default of this Lease. Any purported involuntary assignment of this Lease or assignment by operation of law, whether by bankruptcy or insolvency, merger (whether as the surviving or disappearing corporation), consolidation, dissolution, reorganization, transfer of the assets of Tenant or controlling interest in Tenant, or court order effectuating such assignment or any other method, shall be null and void and shall constitute a default of this Lease unless such underlying transaction is approved by the City Council, which approval shall be in the sole discretion of City Council.

35.1.2. Assumption and Release: Upon a permitted assignment under this paragraph, the assignee shall assume all rights and obligations of Tenant under this Lease. Any assignee of Tenant shall deliver to City an assumption agreement in a form reasonably satisfactory to City within ten (10) days after approval by the City Council of such assignment. Notwithstanding anything to the contrary contained in this Lease, upon a permitted assignment of this Lease, the Tenant’s liability under this Lease shall not terminate.

35.2. Sublease:
35.2.1. **Consent of the City to Sublease:** Except as set out herein, Tenant shall not have the right to sublease or otherwise dispose of the Premises or this Lease or any part thereof, or of its right, title or interest therein or its power to execute this Lease or any amendment or modification thereto, to any person, company or corporation, without the prior written consent of City Council, which consent shall be in the City Council's sole and absolute discretion. Any sublease or other disposition without the consent of City Council shall be void and shall be deemed a default of this Lease and cause for immediate termination.

35.2.2. **Permitted Subleases:** Notwithstanding anything to the contrary contained this Lease, the Tenant shall be permitted to sublease space in the Premises to Tenant controlled subsidiary companies ("Subsidiary") for the purposes of business separation, provided that:

35.2.2.1. **Sublease:** The Tenant shall supply a copy of the sublease to the City within fifteen (15) days of the execution of the sublease;

35.2.2.2. **Sublease Term:** The term of the sublease shall not exceed the Term of this Lease, or Renewal Term then in effect.

35.2.2.3. **Subtenant Compliance with this Lease:** The sublease shall require the Subtenant to comply with all terms, conditions and requirements of this Lease; and

35.2.3. **Tenant Responsibility:** The Tenant shall be fully responsible to the City for complying with all the terms, conditions and requirements of this Lease in the event that the Subsidiary shall fail to fulfill the obligations of this Lease.

36. **DEFAULT.**

36.1. Tenant shall be deemed to be in default under this Lease if at any time one or more of the following events (each of which constitutes a default) occurs:

36.1.1.1. **Tenant's failure to pay Rent or Additional Rent:** Tenant's failure to pay Rent or any other sums due under this Lease within fifteen (15) days after the date such payment is due;

36.1.1.2. **Tenant's failure to perform:** Tenant's failure to perform any covenant, promise or obligation contained in this Lease;

36.1.1.3. **Appointment of a Receiver:** The appointment of a receiver or trustee for all or substantially all of Tenant's assets;

36.1.1.4. **Petition for Relief:** Tenant's voluntarily petition for relief under, any bankruptcy or insolvency law, or the filing of an involuntary bankruptcy petition which is not dismissed within sixty (60) days;

36.1.1.5. **Sale of Interest:** The sale of the Tenant's interest under this Lease by execution or other legal process;

36.1.1.6. **Seizure, Sequestration or Impounding:** The seizure, sequestration or impounding by virtue or under authority of any legal proceeding of all or substantially
all of the personal property or fixtures of Tenant used in or incident to the operation of the Premises;

36.1.1.7. Assignment of Assets: Tenant's making an assignment of its assets for the benefit of creditors;

36.1.1.8. Sale, Transfer, Assignment and Subleasing: Any sale, transfer, assignment, subleasing, concession, license, or other disposition of this Lease not authorized in this Lease; or

36.1.1.9. Lien Upon the Premises: Tenant doing or permitting to be done anything that creates a lien upon the Premises and shall fail to obtain the legal release of any such lien or bond off any such lien as required herein.

36.1.1.10. Failure to Develop: Tenant fails to accomplish any of those portions of the Tenant Development outlined in Paragraphs 21.2 and 21.3 within the first one hundred twenty (120) days after the Commencement Date, or if Tenant fails to accomplish any of those portions of the Tenant Development outlined in Paragraphs 21.4 and 21.5 within the first six (6) months of the Term, or if Tenant fails to accomplish any of those portions of the Tenant Development outlined in Paragraph 21.6 within the first (1st) year of the Term, or if Tenant fails to accomplish any of those portions of the Tenant Development outlined in Paragraph 21.7 by the time set forth in Paragraph 21.7.

36.1.1.11. Tenant Business Operations Cease: Tenant fails to operate the Premises in accordance with the Permitted Uses set forth in this Lease, for any reason, for a period of ninety (90) days within any twelve (12) month period during the Term, or Renewal Term then in effect.

36.2. Remedies for Default, Right to Cure:

36.2.1. Non-monetary Defaults: Right to Cure. "Emergency" shall mean that threat of imminent injury or damage to persons or property or the imminent imposition of a civil or criminal fine or penalty. Provided the default does not involve an emergency that must be addressed in a shorter time frame, Tenant shall have a period of 30 days after notice from City of a non-monetary default in which to cure the default. In addition, provided that the default does not involve an emergency that must be addressed in a shorter time frame, this cure period shall be extended if the default is of a nature that it cannot be completely cured within such cure period solely as a result of nonmonetary circumstances outside of Tenant's control, provided that such cure period and those actions are thereafter diligently and continuously pursued by Tenant in good faith. In no event, however, shall the cure period exceed a total of 90 days. If the non-monetary default is not cured before the expiration of the cure period, as extended, then City may pursue any or all of its remedies.

36.2.2. Statutory Notices for Monetary Defaults. The notices of defaults to be given under this section may be the same as the notice required under Chapter 83, Florida Statutes, or any successor statute, and this Lease shall not be construed to require City to give two separate notices to Tenant before proceeding with any remedies.
36.3. **City's Options upon Default by Tenant:** In the event Tenant is in default and fails to cure as required by this Lease, the City may exercise the following options:

36.3.1. Terminate Tenant's right to possession under this Lease, reenter, take possession of the Premises and lease or attempt to lease the Premises on behalf of Tenant, at such rental, and upon such terms and conditions as City may, in the exercise of City's reasonable discretion, deem best under the circumstances for the purpose of reducing Tenant's liability. City shall not be deemed to have thereby accepted a surrender of the Premises and Tenant shall remain liable for all rental and other charges due under this Lease and for all damages suffered by City because of Tenant's default of any of the covenants of this Lease. At any time during such repossession or re-let, City may, by delivering written notice to Tenant, elect to exercise its option under the following paragraph to accept a surrender of the Premises, terminate and cancel this Lease and retake possession and occupancy of the Premises on behalf of City.

36.3.2. Declare this Lease to be terminated, and reenter and take possession of the Premises by any lawful means, whereupon the Term hereby granted and all right, title, and interest of Tenant in the Premises shall terminate. Such termination shall be without prejudice to City's right to collect from Tenant any Rent or other charges or sums that have accrued prior to such termination, together with all damages suffered by City because of Tenant's default of any covenant contained in this Lease. Notwithstanding the foregoing, upon such termination and re-entry by City, Tenant and City shall be forever released from any and all further obligations hereunder, notwithstanding those obligations specifically enumerated to survive expiration or termination of this Lease.

36.3.3. Exercise any and all rights, remedies, and privileges that City may have in law or equity, or in this Lease, except that under no circumstances shall City be entitled to accelerate payment of any Rent due hereunder. All such remedies shall be cumulative and non-exclusive.

36.3.4. Tenant shall execute all documents reasonably requested by the City to provide verification of any termination.

37. **CONDEMNATION:**

37.1. **Condemnation:** If during the Term, or Renewal Term then in effect, the whole of the Premises are condemned or taken in any manner for public use, or if a portion of the Premises are condemned or taken in any manner or degree to an extent that the Premises are not suitable, as determined by Tenant in its reasonable discretion, for the Permitted Use, then in either event Tenant or City may elect to terminate this Lease as of the date of the vesting of title in the condemning authority. As used in this paragraph, a condemnation or taking includes a deed given or transfer made in lieu thereof.
37.2. **Award:** City shall be entitled to that portion of the condemnation award attributable to City’s fee interest in the Premises and Building. Tenant shall be entitled to that portion of the condemnation award attributable to the loss of Tenant’s leasehold in the Premises, Tenant’s improvements, and fixtures on the Premises, its business losses and its relocation costs.

38. **DESTRUCTION OF PREMISES:**

38.1. **Tenant Option:** If Premises are totally destroyed by fire or other casualty or if the Premises are partially destroyed to an extent that the Premises are not suitable, as determined by Tenant’s reasonable discretion, for the Permitted Use, then Tenant shall have the option of terminating this Lease upon written notice to City within sixty (60) days after such casualty loss, in which event Rent and all other obligations herein shall cease as of the date of such casualty, and neither City nor Tenant shall have any further obligations or rights hereunder except for any obligations existing at the time of termination, notwithstanding those obligations specifically enumerated to survive expiration or termination of this Lease.

38.2. **City Option:** If within the last year of the Term, or Renewal Term then in effect, the Building is damaged or destroyed by fire or other casualty, such that the cost to repair the Building is in excess of fifty percent (50%) of the replacement cost of the Building and as a result City elects not to rebuild, then City shall have the option to terminate this Lease upon written notice to Tenant within sixty (60) days after the date of such casualty loss, in which event Rent and other obligations herein shall cease as of the date of such casualty, and neither City nor Tenant shall have any further obligations or rights hereunder except for any obligations existing at the time of termination.

38.3. **Citywide Casualty:** In the event there is a citywide casualty that causes substantial damage not just to the Building, but to other buildings and improvements owned by City, and City decides not to rebuild or restore the Building, City shall have the option to terminate this Lease upon written notice to Tenant within ninety (90) days after the date of such casualty, in which event Rent and other obligations herein shall cease as of the date of the casualty, and neither City nor Tenant shall have any further obligations or rights hereunder except for any obligations existing at the time of termination.

39. **REPLACEMENT PREMISES:** The City is under no obligation to locate or provide a replacement facility under any circumstances including, but not limited to, substantial damage to the existing improvements by fire, flood, hurricane, tornado, earthquake or other form of natural disaster, or termination of this Lease.

40. **REPRESENTATIONS AND WARRANTIES:**

40.1. **Tenant:** Tenant hereby represents and warrants to City that: (i) Tenant is a duly authorized and validly existing Florida limited liability company qualified to do business in the State of Florida; (ii) Tenant has the full right and authority to enter into this Lease; (iii) each of the persons executing this Lease on behalf of Tenant is authorized to do so; (iv)
this Lease constitutes a valid and legally binding obligation of Tenant, enforceable in accordance with its terms; and (v) as of the Effective Date, Tenant is not party to or affected by any litigation (pending or current), administrative action, investigation or other governmental or quasi-governmental proceeding which would or could have an adverse affect upon the Premises or upon the ability of Tenant to fulfill its obligations under this Lease, and there are no lawsuits, administrative actions, governmental investigations or similar proceedings pending or, to Tenant's actual knowledge, threatened against or affecting any portion of the Premises or any of Tenant's interest therein.

40.2. City: City represents and warrants to Tenant that: (i) City is the fee simple owner of the Premises; (ii) there are no agreements, contracts, covenants, conditions or exclusions which would, if enforced, prohibit or restrict the operation of the Premises for the Permitted Use; (iii) City is a duly authorized and existing municipal corporation under the laws of the State of Florida and is qualified to do business in the State of Florida; (iv) City has the full right and authority to enter into this Lease; (v) each of the persons executing this Lease on behalf of City is authorized to do so; and (vi) this Lease constitutes a valid and legally binding obligation on City, enforceable in accordance with its terms.

41. NO REPRESENTATIONS CONCERNING FUTURE USE OF PREMISES: The City has made no representations to the Tenant concerning the use of the Premises after the expiration or earlier termination of this Lease nor has the City made any representations to the Tenant that the City will extend this Lease or enter into any other Lease with the Tenant in the future.

42. ESTOPPEL CERTIFICATE: At any time and from time to time either party, upon request of the other party, shall execute, acknowledge and deliver an instrument, stating, if the same be true, that this Lease is a true and exact copy of the lease between the Parties, that there are no amendments hereto (or stating what amendments there may be), that the same is then in full force and effect and that, to the best of its knowledge, there are no offsets, defenses or counterclaims with respect to the payment of Rent hereunder or in the performance of the other terms, covenants and conditions hereof on the part of Tenant or City, as the case may be, to be performed, and that as of such date no default has been declared hereunder by either party or if so, specifying the same. Such instrument shall be executed by the other party and delivered to the requesting party within fifteen (15) days of receipt of a request therefore.

43. ENVIRONMENTAL COMPLIANCE: As of the Effective Date, City is unaware of any violations of any Environmental Laws on the Premises.

43.1. Definitions: For purposes of this Lease, the following words and phrases shall have the following meaning except where the text clearly indicates a contrary intention:

43.1.1. "Environment" shall mean soil, surface waters, groundwater, land, stream and sediments, surface or subsurface strata, ambient air, interior and/or exterior of any building or improvement and any environmental medium.
43.1.2. "Environmental Condition" shall mean any condition of the environment with respect to the Premises that results for Licensee’s possession, use, occupation, construction and/or improvement to or operation of Licensee’s business on the Premises.


43.1.4. "Hazardous Material" shall mean without limitation (i) those substances included within the definitions of "Hazardous Substances", "Hazardous Materials", "Toxic Substance", or "Solid Waste" in any Environmental Law; (ii) those substances listed in the United States Department of Transportation Table (49 CFR 172.101 and amendments thereto) or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 CFR Part 302 and amendments thereto); (iii) any materials, waste, or substance which is (A) petroleum, petroleum by products, residuals of petroleum and petroleum degradation by products; (B) asbestos; (C) polychlorinated biphenyl's; (D) flammable explosives; or (E) radioactive materials; and (iv) such other substances, materials, and wastes which are or become regulated or controlled under any Environmental Law.

43.1.5. "Release" shall mean any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing, or dumping into the Environment (including the abandonment or discarding of barrels, containers, and other closed receptacles containing any Hazardous Material).

43.2. Tenant's Obligation: Tenant shall not use, store, generate, transport, dispose, nor cause the release of any Hazardous Material in or upon the Premises, including but not limited to into any open surface water body, ditch, stream, conduit, storm sewer or sanitary sewer connected thereto or located thereon or knowingly permit any other persons or entities occupying the Premises to engage in such activities in or upon the Premises. However, the foregoing provision shall not prohibit the use, storage, maintenance, transportation to and
from or handling within the Premises of Hazardous Material and other substances customarily used in the operation of the Premises or Tenant operations, provided: (i) such substances shall be used, stored, maintained, transported, handled and disposed of only in accordance with Environmental Laws, (ii) such substances shall not be released in or upon the Premises in violation of Environmental Laws and the National Fire Protection Association ("NFPA") Code and local fire codes as they may be amended from time to time, and (iii) for purposes of removal and disposal of any such substances, Tenant shall be named as the owner and generator, obtain a waste generator identification number, and execute all permit applications, manifests, waste characterization documents and any other forms required by the appropriate state or federal environmental authority and hold City harmless.

43.3. **Notification by City:** City shall promptly notify Tenant of every demand, notice, summons, or other process received as to any environmental Claim or legal proceeding that involves Tenant or the Premises.

43.4. **Notification by Tenant:** Tenant shall promptly notify City of every demand, notice, summons, or other process received as to any environmental Claim or legal proceeding that involves City or the Premises, including: (i) any investigation or cleanup demanded or threatened by any government or regulatory authority with respect to the release of Hazardous Materials in or upon the Premises or the migration thereof to other property; and (ii) any Claims made or threatened by any party relating to any loss or injury resulting from any Hazardous Material in or upon the Premises. Tenant shall also promptly notify City of any violation of Environmental Law or incident that may or does result in an illegal release of Hazardous Materials.

43.5. **Cleanup and Remediation:** If any Hazardous Materials are released at, on or within the Premises by Tenant or any other occupant of the Premises in violation of Environmental Laws, Tenant shall timely notify City and immediately, properly, and in compliance with Environmental Laws, cleanup and remove the Hazardous Substances from the Premises and any other affected property. Such cleanup and removal shall be at Tenant's sole expense.

43.6. **Tenant Indemnity:** Tenant shall defend, pay on behalf of, indemnify and hold harmless the Indemnified Parties from and against all Claims, whether or not a lawsuit is filed, including but not limited to Claims for damage to property (real or personal) or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities, and costs, expenses and attorney's and experts' fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with the violation of any Environmental Laws by Tenant or other occupants of the Premises except to the extent any of the foregoing Claims are attributable to the violation of Environmental Laws by the Indemnified Parties. City shall have control over City's and Tenant involvement in legal proceedings resulting from an environmental violation and covered by the indemnification agreement contained in this Lease. Tenant duty to indemnify City shall survive the expiration or earlier termination of this Lease.
43.7. **Access to Premises:** Tenant shall allow authorized representatives of City or state and federal environmental personnel, at a reasonable time and with reasonable notice, access to the Premises for the following purposes:

43.7.1. Conducting an environmental audit or other inspections of the Premises.

43.7.2. Reviewing and copying of any records that must be kept under any environmental permit.

43.7.3. Viewing the facility, equipment, practices, or operations regulated or required under such permit.

43.7.4. Sampling or monitoring any substances or parameters at any location subject to any environmental permit or federal, state, or municipal environmental law or regulation.

43.8. **Termination by City:** City may terminate this Lease by providing Tenant written notice of Tenant’s default of Paragraph 43 of this Lease and providing Tenant not less than thirty (30) days to cure said default, or in the case of a default that cannot be cured within thirty (30) days, Tenant has commenced action to cure the default within thirty (30) days of City’s written notice and diligently pursues a cure to the satisfaction of City. Failure by Tenant to cure said default within the time provided herein shall provide City the right, but not the obligation, to terminate this Lease without further notice.

43.9. **Survivability:** The provisions of Paragraph 43 of this Lease shall survive the expiration or earlier termination of this Lease.

43.10. **No Limitation:** Nothing in this Lease shall be interpreted as limiting the City’s ability to seek contribution from any potentially responsible parties for any environmental violation.

44. **WAIVER:** The waiver by City or Tenant of any default of any term, covenant, or condition shall not be deemed to be a waiver of any subsequent default of the same or any other term, covenant or condition, nor shall the acceptance or payment of Rent or other payment be deemed to be a waiver of any such default. No term, covenant or condition of this Lease shall be deemed to have been waived by City or Tenant, unless such waiver is in writing. No surrender of the Premises for the remainder of the Term, or Renewal Term then in effect, shall be valid, unless accepted by the City in writing.

45. **PARAGRAPH NUMBERS AND CAPTIONS:** The paragraph numbers and captions appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such paragraphs.

46. **ENTIRE AGREEMENT:** This Lease and any attachments hereto and forming a part hereof set forth all the covenants, promises, agreements, conditions, and understandings between City and Tenant concerning the Premises and there are no covenants, promises, agreements, conditions or understandings, either oral or written, other than as herein set forth. No subsequent alteration, amendment, change, or addition to this Lease shall be binding upon City or Tenant until reduced to writing and signed by City and Tenant.
47. **NO THIRD PARTY BENEFICIARIES:** This Lease sets forth the agreement between the Parties and all rights and benefits established herein are established solely for the benefit of the Parties and are not intended to establish any rights or benefits in any other person or entity.

48. **SEVERABILITY:** If any term, covenant or condition of this Lease, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term, covenant, or condition to persons or circumstances other than those as to which it was held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

49. **APPLICABLE LAW, VENUE, AND JURISDICTION:** This Lease shall be governed by and be interpreted in accordance with the laws of the State of Florida. Venue for state court actions shall be in Pinellas County, St. Petersburg Division. Venue for federal court actions shall be in the Middle District of Florida, Tampa Division, unless a division is created in St. Petersburg, or Pinellas County, in which case the action shall be brought in that division. Each party waives any defense of improper or inconvenient venue as to either court and consents to personal jurisdiction in either court.

50. **RECORDING:** The City may, at its absolute discretion, record this Lease in the public records.

51. **SUCCESSORS AND ASSIGNS:** This Lease shall inure to the benefit of the City and Tenant and be binding upon their respective successors, and permitted assigns.

52. **NUMBER AND GENDER:** Wherever appropriate herein, the singular includes the plural, and the plural includes the singular, and each gender includes each other gender.

53. **BROKERAGE FEES:** Tenant and City warrant to each other that there is no broker or other individual entitled to any commission by reason of this Lease. Tenant shall defend, indemnify, pay on behalf of, and hold City harmless from any and all loss, damage, cost, and expense, including reasonable attorney's fees, which City may sustain or incur by reason of any real estate commission or fee claimed to be due by, through, or under the Tenant.

54. **CITY RIGHTS:** All rights reserved to City under this Lease shall be exercised in a reasonable manner and in a manner so as to minimize any adverse impact to Tenant's business or Tenant's use or enjoyment of the Premises.

55. **FACSIMILE/ELECTRONIC:** A facsimile (fax) or electronic copy (e-mail or pdf) of this Lease and any signatures thereon shall be considered for all purposes as originals.

56. **TIME REQUIREMENTS:** Time is of the essence. Time periods herein shall include Saturdays, Sundays, and state and national legal holidays and shall end at 5:00 PM local time.
57. CITY APPROVAL AND ACTION:

57.1. City Consent and Approval. For the purposes of this Lease, any required written consent, permission, approval or agreement by the City means the approval of the Mayor or his designee unless otherwise set forth herein and such approval shall be in addition to any and all permits and other licenses required by law or this Lease.

57.2. City Action. For the purposes of this Lease any right of the City to take any action permitted, allowed or required by this Lease, may be exercised by the Mayor or his designee, unless otherwise set forth herein.

58. CITY COUNCIL APPROVAL: This Lease and any amendments thereto, are subject to the approval by the City Council, and execution by the Mayor or his designee.

59. NON-APPROPRIATION: The obligations of the City as to any funding required pursuant to this Lease, shall be limited to an obligation in any given year to budget and appropriate from legally available funds, after monies for essential services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the City shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the City pursuant to this Lease.

60. NON-DISCRIMINATION: The Tenant for itself and its successors and assigns, as a part of the consideration hereof, does hereby covenant and agree that:

60.1. No Discrimination: The Tenant shall not illegally discriminate against any person in employment, the use of the Tenant's facilities and provision of services on the Premises, or in the construction of any improvements on, over or under such land and the furnishing of services thereon, on the basis of race, color, religion, gender, national origin, marital status, age, disability, sexual orientation, genetic information or other protected category.

60.2. Compliance With Regulations: The Tenant shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

60.3. City Remedy: In the event of default of any of the above non-discrimination covenants, the City shall have the right to terminate this Lease and to re-enter as if this Lease had never been made or issued. This provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, part 21, as they may apply to Tenant as a tenant of the City, are followed and completed, including exercise or expiration of appeal rights.

61. LIFE SAFETY ISSUES: If either party reasonably believes that the other party's failure to comply with any of its obligations under this Lease involves a "Life Safety Issue", as defined below, that party shall have an immediate right, but not the duty, to correct the Life Safety
Issue and the reasonable costs and expenses incurred by that party in correcting the Life Safety Issue shall be due and payable to that party by the other party within thirty (30) days after the submission of a statement to the other party for the payment of the same and such amount shall, if not paid when due, bear interest at the Prime Rate (as published in the money rates table of the Wall Street Journal) plus four percent (4%) from the date of the statement until the date paid. For purposes of this Lease, a “Life Safety Issue” shall mean a situation, which imposes an immediate threat of bodily harm or death to any users or occupants of the Premises.

62. **RADON GAS**: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of Radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding Radon and Radon testing may be obtained from your county health department.

63. **CITY AS A MUNICIPAL CORPORATION**: Nothing contained in this Lease shall be interpreted to require the City to take any action or refrain from taking any action that would be adverse to its status as a municipal corporation; or the City in its capacity as a municipal corporation to take or refrain from taking any action not specifically required by this Lease.

64. **QUIET ENJOYMENT**: Subject to the terms, covenants and conditions of this Lease, City warrants and covenants that Tenant shall peacefully and quietly have, hold and enjoy the Premises for the entire Term, or Renewal Term then in effect.

65. **FORCE MAJEURE**: In the event that either party hereto shall be delayed or hindered in or prevented from the performance required hereunder by reason of strikes, lockouts, labor troubles, failure of power, riots, insurrection, war, acts of God, or other reason of like nature not the fault of the party delayed in performing work or doing acts (“Permitted Delay”), such party shall be excused for the period of time equivalent to the delay caused by such Permitted Delay. Notwithstanding the foregoing, any extension of time for a Permitted Delay shall be conditioned upon the party seeking an extension of time delivering written notice of such Permitted Delay to the other party within ten (10) days of the event causing the Permitted Delay, and the maximum period of time which a party may delay any act or performance of work due to a Permitted Delay shall be sixty (60) days.

66. **CORPORATE OFFICERS**: Tenant shall provide the City in writing with the name, title, address and telephone number of all of its Owners and officers, at the time of execution of this Lease and shall provide, maintain, and update the same information for any new Owners and officers within thirty (30) calendar days of their election or appointment to office. Should any Owner or officer reside at more than one residence, all addresses and telephone numbers shall be supplied to the City. For the purposes of this Paragraph, an “Owner” is defined as any natural person or person(s) who own an interest in Tenant, or who own an interest in a business entity, that is an owner of an interest in Tenant.
67. **TENANT ENTITY:** Tenant shall do all things necessary to comply with all the legal requirements to be a business entity authorized to operate within the State of Florida, including but not limited to active registration with the Florida Division of Corporations. Should Tenant at any time fail to be in compliance with those legal requirements, said failure shall constitute a default of this Lease and the City may take any and all actions set forth in Paragraph 36.

68. **RELATIONSHIP BETWEEN PARTIES:** The relationship between the Parties is that of Landlord and Tenant. In conducting its business hereunder, Tenant shall act as an independent contractor and not as an agent of City. The selection, retention, assignment, direction and payment of Tenant's employees shall be the sole responsibility of Tenant, and City shall not attempt to exercise any control over the daily performance of duties by Tenant's employees.

69. **NO CONSTRUCTION AGAINST PREPARER OF LEASE:** This Lease has been prepared by the City and reviewed by the Tenant and its professional advisors. The City, Tenant, and Tenant's professional advisors believe that this Lease expresses their agreement and that it should not be interpreted in favor of either the City or Tenant or against the City or Tenant merely because of their efforts in preparing it.

70. **SURVIVAL.** All obligations and rights of any party arising during or attributable to the period prior to expiration or earlier termination of this Lease, including but not limited to those obligations related to indemnification, shall survive such expiration or earlier termination.

71. **SMALL BUSINESS ENTERPRISE PROGRAM:** Tenant shall engage businesses participating in the City's Small Business Enterprise Program ("SBE"), with preference for St. Petersburg based SBE companies, during any design and construction on the Premises.

72. **NOTICES:** Any notice, demand, request or other instruments, including but not limited to DR15's, which may be or is required to be given or delivered under this Lease shall be deemed to be delivered (i) whether or not actually received, five (5) days after deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, or (ii) when received (or when receipt is refused) if delivered personally or sent by a nationally recognized overnight courier, all charges prepaid, at the addresses of City and Tenant as set forth in this paragraph. Such address may be changed by written notice to the other party in accordance with this paragraph.

<table>
<thead>
<tr>
<th>TO TENANT:</th>
<th>TO CITY:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Callaloo Group LLC.</td>
<td>Real Estate &amp; Property Management</td>
</tr>
<tr>
<td>642 – 22nd Street South</td>
<td>P.O. Box 2842</td>
</tr>
<tr>
<td>St Petersburg, Fl 33712</td>
<td>St. Petersburg, Florida 33731</td>
</tr>
<tr>
<td></td>
<td>Phone (727) 893.7500</td>
</tr>
<tr>
<td></td>
<td>Fax (727) 893.4134</td>
</tr>
<tr>
<td></td>
<td>Please refer to Real Estate File L-3350</td>
</tr>
</tbody>
</table>
IN WITNESS WHEREOF the Parties hereto have caused this Lease to be executed by their duly authorized representatives on the day and date first written below.

WITNESSES: (as to Tenant)

TENANT: Callaloo Group LLC, a Florida Limited Liability Company

By:

As its: AMBR

Date: 11/9/2017
WITNESSES: (as to City)

Sign: ______________________

Print: ______________________

Sign: ______________________

Print: ______________________

CITY: City of St. Petersburg, Florida, a Florida municipal corporation

By: ______________________

Rick Kriseman, as its Mayor

Date: ______________________

ATTEST

By: ______________________

Chan Srinivasa, City Clerk

Approved by:

Alan DeLisle, Administrator
Community Development Administration

Reviewed by:

Alfred Wendler, Acting Director
Real Estate & Property Management

Clay Smith, Director
Downtown Enterprise Facilities

APPROVED AS TO CONTENT:

City Attorney (Designee)

By: ______________________

Bradley S. Tennant
Assistant City Attorney

APPROVED AS TO FORM:

City Attorney (Designee)

By: ______________________

Assistant City Attorney
THIRD PARTY GUARANTY OF LEASE

THIS THIRD PARTY GUARANTY OF LEASE ("Guaranty") is executed this ____ day of ________, 2017, by PIPO'S TO GO IV, INC., a Florida profit corporation (collectively, "Guarantor").

FOR VALUE RECEIVED, and in consideration of and as an inducement for the execution and delivery of that certain Lease Agreement dated the _____ day of ________, 2017, between the City of St. Petersburg, Florida, a municipal corporation, ("City") and Callaloo Group LLC, a Florida Limited Liability Company ("Tenant") regarding the premises located at 642 - 22nd Street South, St. Petersburg, Florida 33712, also known as the historic Manhattan Casino ("Lease"); the undersigned Guarantor hereby absolutely and unconditionally guarantees to City, the full and prompt payment of all rent of any kind and any and all other sums and charges payable by Tenant under the Lease, and the covenants and agreements to be performed and observed by the Tenant, Guarantor hereby covenants and agrees that if default shall at any time be made by the Tenant in the payment of any such amounts or of performance under the Lease, the Guarantor will pay within 10 days of notification of such rent and other sums and charges to the City, and/or perform and fulfill all of such covenants and agreements resulting from any default by the Tenant under the Lease or by the enforcement of this Guaranty. If more than one guarantor delivers this Guaranty, their obligations herein shall be joint and several.

This Guaranty is an absolute and unconditional guaranty of payment and of performance. It shall be enforced against the Guarantor, without the necessity of any sublet or proceedings on the City's part of any kind or nature whatsoever against the Tenant or any other Guarantor and without the necessity of any notice of nonpayment, non-performance, non-observance, or acceptance of this Guaranty, or any other notice or demand, all of which the Guarantor hereby expressly waives. The Guarantor hereby agrees that the validity of the Guaranty and the obligations of the Guarantor hereunder shall in no way be terminated, affected, diminished or impaired by reason of the assertion of failure to assert by the City against the Tenant any of the rights and remedies available to the City, or by the relief of Tenant from any of the Tenant's obligations under the Lease by the rejection of the Lease in connection with proceedings under any bankruptcy law now or hereafter in effect or otherwise. This Guaranty may be enforced against Guarantor without the necessity of recourse against Tenant or any other parties responsible. This Guaranty shall be governed by and be interpreted in accordance with the laws of the State of Florida. Venue for any action brought in state court shall be in Pinellas County, St. Petersburg Division. Venue for any action brought in federal court shall be in the Middle District of Florida, Tampa Division, unless a division shall be created in St. Petersburg, or Pinellas County, in which case the action shall be brought in that division. Each party waives any defense of improper or inconvenient venue as to either court and consents to personal jurisdiction in either court. Guarantor agrees that he may be served with process by certified mail addressed to him at the address shown below.

This Guaranty shall be a continuing Guaranty, and the liability of the Guarantor hereunder shall in no way be affected, modified or diminished be reason of any assignment, renewal, modification or extension of the Lease or any subleasing thereof or by reason of any modification or waiver of or change in any of the terms, covenants, conditions or provisions of the Lease, or alterations, modification or other indulgences granted by City to Tenant, whether or not the Guarantor
has knowledge or notice thereof. The Lease together with this Guaranty may be assigned by City without notice to Guarantor. The assignment by City of the Lease and/or the rents and other receipts thereof made either with or without the Guarantor's knowledge or notice shall in no manner whatsoever release the Guarantor from any liability hereunder.

All of the rights and remedies of City under the Lease or under this Guaranty are intended to be distinct, separate and cumulative, and no such right or remedy therein or herein shall be construed as a waiver or exclusion or any other remedy available to City.

This Guaranty shall be binding upon the heirs, administrators, executors, successors, and assigns of the Guarantor, and shall inure to the benefit of the City, its successors and assigns. Guarantor hereby consents to City performing a credit check on Guarantor.

I AUTHORIZE THE CITY TO CONTACT PREVIOUS LANDLORD(S), CREDIT AND PERSONAL REFERENCES THAT I HAVE PROVIDED.

IN WITNESS WHEREOF, undersigned Guarantor has executed this Guaranty of payment on this ______ day of _________________, 2017.

GUARANTOR
Sign: DO NOT SIGN
Print: __________________

STATE OF FLORIDA
PINELLAS COUNTY

The foregoing instrument was acknowledged before me this ______ day of ____________, 2017, by __________________ and __________________. They are personally known to me or provided __________________ as identification and appeared before me at the time of notarization.

(SEAL)

Notary Public - State of Florida

DO NOT SIGN

Notary Signature

Approved as to Form and Content:

DO NOT SIGN

City Attorney (Designee)

By: _____________________________
Assistant City Attorney

Legal:
EXHIBIT "E" - RENT PAYMENT BREAKDOWN FORM

DATE ____________________

1. Total money remitted to City (Sum of Lines 5, 10, 11 and 12)...

2. Base Rent for the month in which the applicable Due Date falls ("Current Month")

3. As set forth in ¶7.2 ($40,000/12 + applicable sales tax)...

4. If within six (6) months of Effective Date, as defined in ¶4, Initial rent concession as set forth in ¶8...

5. Total Base Rent remitted (line 3 minus line 4)...

6. Percentage Rent for the month immediately prior to the Current Month ("Prior Month")

   --- Attach Florida Department of Revenue Form 15 for Prior Month ---

7. Monthly Gross Sales, as defined in ¶7.1.6, for the Prior Month...

8. Cumulative Gross Sales for the current fiscal year to date...

9. If Line 8 exceeds $1,899,999, Percentage Rent is due

10. Total Percentage Rent, as set forth in ¶7.3, remitted...

11. Additional Rent, as set forth in ¶7.4, remitted...

12. Safety Lines, as set forth in ¶13.1, remitted...

   $ 75.00 per month
November 9, 2017

TO: The Honorable Members of City Council

SUBJECT: Sunken Gardens Forever Foundation

PRESENTER: Robin Reed

SCHEDULE FOR COUNCIL ON: Agenda of November 20, 2017

Jim Kennedy
Council member, District 2
ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of November 20, 2017

TO: The Honorable Darden Rice, Chair and Members of City Council

SUBJECT: A resolution authorizing the Mayor, or his designee, to execute a Second Amendment to the Lease and Development Agreement with Tampa Bay Innovation Center, operated by STAR-TEC Enterprises, Inc., a Florida non-profit corporation, for use of City-owned property located at the southwest corner of 4th Street South and 11th Avenue South; and to execute all documents necessary to effectuate same; and providing an effective date.

EXPLANATION: On November 6, 2014, City Council approved Resolution No. 2014-476, authorizing the twenty-five (25) year Lease and Development Agreement ("Agreement") with Tampa Bay Innovation Center ("TBIC"), operated by STAR-TEC Enterprises, Inc., a Florida non-profit corporation, for the use of City-owned property located at the southwest corner of 4th Street South and 11th Avenue South ("Property"), in order to construct a facility of approximately 40,000 square feet ("Building") that will house technology start-ups, provide space for researchers and serve as the community focal point for innovation and entrepreneurs.

Under the Agreement, executed December 1, 2014 ("Effective Date"), TBIC was to secure grant and other funding to construct the Building from government (federal, state, and county) and private sector partners ("Project Funding") within an approximate two (2) year period from the Effective Date of the Agreement. On October 17, 2016, TBIC requested an extension of one (1) year to secure the Project Funding, and on November 21, 2016, City Council authorized, via Resolution No. 2016-529, a First Amendment to the Agreement extending the Project Funding deadline until December 1, 2017.

On November 1, 2017, City Development Administration received another letter from TBIC requesting to further extend the deadline to April 15, 2018 in anticipation of securing the Project Funding. TBIC has been working in partnership with Pinellas County Economic Development on matching funds from the Federal Economic Development Administration and the State of Florida and expect appropriation of funding in the upcoming 2018 legislative session. In addition, the Board of County Commissioners approved a Sale and Purchase Agreement for Young-Rainey STAR Center ("STAR Center") and recommended that a portion of the sale proceeds go towards economic development initiatives, such as the Building. The anticipated sale date of the STAR Center is January 31, 2018.

City Development Administration has been working closely with TBIC and Pinellas County to support this initiative as a key to the continued development of the Innovation District and the City, TBIC, and the Pinellas County ("Parties") recognize the following: 1) that the Property for this project has been set aside for this purpose for approximately three (3) years and the Project
Funding has not come to fruition; 2) if this extension is approved and the Project Funding is not secured by April 15, 2018, the City will need to pursue a different strategy for the Property; and 3) that others have shown interest in the site that may benefit the Innovation District.

The Second Amendment to the Agreement, subject to City Council approval, will extend the time to secure the Project Funding until April 15, 2018, with all of the other terms and conditions contained in the Agreement remaining in full force and effect.

RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his designee, to execute a Second Amendment to the Lease and Development Agreement with Tampa Bay Innovation Center, operated by STAR-TEC Enterprises, Inc., a Florida non-profit corporation, for use of City-owned property located at the southwest corner of 4th Street South and 11th Avenue South; and to execute all documents necessary to effectuate same; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: N/A

ATTACHMENTS: TBIC Request Letter, Resolution

APPROVALS: Administration: [signature]

Budget: N/A

Legal: [signature] (As to consistency w/attached legal documents)

00348382.doc v1
November 1, 2017

Alan DeLisle
City Development Administrator
City of St. Petersburg
St. Petersburg City Hall
175 Fifth St. N
St. Petersburg, FL 33701

RE: Request for Extension of Lease and Development Agreement

Dear Mr. DeLisle:

I am writing, on behalf of the Tampa Bay Innovation Center, to request an extension through April 15, 2018 of the amended lease and development agreement between the City of St. Petersburg, Florida and the Tampa Bay Innovation Center. The extension provides additional time required to secure funding to construct a 45,000-50,000 square foot Innovation Center on the City-own property located at the Southwest corner of 4th Street South and 11th Avenue South.

If you have any questions, please feel free to contact me at 727-547-7340.

Thank you for taking time to consider our request for an extension to the agreement. We look forward to our continued partnership with the City of St. Petersburg.

Sincerely,

Tonya Elmore
President & CEO

cc: David Goodwin, Director, Planning & Economic Development
    Bruce Grimes, Director, Real Estate and Property Management
Resolution No. 2017-______

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A SECOND AMENDMENT TO THE LEASE AND DEVELOPMENT AGREEMENT WITH TAMPA BAY INNOVATION CENTER, OPERATED BY STAR-TEC ENTERPRISES, INC., A FLORIDA NON-PROFIT CORPORATION, FOR USE OF CITY-OWNED PROPERTY LOCATED AT THE SOUTHWEST CORNER OF 4TH STREET SOUTH AND 11TH AVENUE SOUTH; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, On November 6, 2014, City Council approved Resolution No. 2014-476, authorizing the twenty-five (25) year Lease and Development Agreement ("Agreement") with Tampa Bay Innovation Center ("TBIC"), operated by STAR-TEC Enterprises, Inc., a Florida non-profit corporation, for the use of City-owned property located at the southwest corner of 4th Street South and 11th Avenue South, in order to construct a facility of approximately 40,000 square feet ("Building") that will house technology start-ups, provide space for researchers and serve as the community focal point for innovation and entrepreneurs; and

WHEREAS, under the Agreement, executed December 1, 2014 ("Effective Date"), TBIC was to secure grant and other funding to construct the Building from government (federal, state, and county) and private sector partners ("Project Funding") within an approximate two (2) year period from the Effective Date of the Agreement; and

WHEREAS, on October 17, 2016, TBIC requested an extension of one (1) year to secure the Project Funding, and on November 21, 2016, City Council authorized, via Resolution No. 2016-529, a First Amendment to the Agreement extending the Project Funding deadline until December 1, 2017; and

WHEREAS, on November 1, 2017, City Development Administration received another letter from TBIC, in anticipation of securing Project Funding, requesting to further extend the deadline to April 15, 2018; and

WHEREAS, TBIC has been working in partnership with Pinellas County Economic Development on matching funds from the Federal Economic Development Administration and the State of Florida and expect appropriation of funding in the upcoming 2018 legislative session; and
WHEREAS, in addition, the Board of County Commissioners approved a Sale and Purchase Agreement for Young-Rainey STAR Center ("STAR Center") and recommended that a portion of the sale proceeds go towards economic development initiatives, such as the Building; and

WHEREAS, City Development Administration has been working closely with TBIC and Pinellas County to support this initiative as a key to the continued development of the Innovation District and the City, TBIC, and the Pinellas County ("Parties") recognize the following: 1) that the Property for this project has been set aside for this purpose for approximately three (3) years and the Project Funding has not come to fruition; 2) if this extension is approved and the Project Funding is not secured by April 15, 2018, the City will need to pursue a different strategy for the Property; and 3) that others have shown interest in the site that may benefit the Innovation District; and

WHEREAS, the Second Amendment to the Agreement, subject to City Council approval, will extend the time to secure the Project Funding until April 15, 2018, with all of the other terms and conditions contained in the Agreement remaining in full force and effect.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor, or his designee, is authorized to execute a Second Amendment to the Lease and Development Agreement with Tampa Bay Innovation Center, operated by Star-Tec Enterprises, Inc., a Florida non-profit corporation, for use of City-owned property located at the southwest corner of 4th Street South and 11th Avenue South; and to execute all documents necessary to effectuate same.

This Resolution shall become effective immediately upon its adoption.

LEGAL:

City Attorney (designee)

APPROVED BY:

David S. Goodwin, Director
Planning & Economic Development

APPROVED BY:

Alfred G. Wendler, Acting Director
Real Estate & Property Management
November 20, 2017

TO: Honorable Darden Rice, Chair and Members of City Council
FROM: Mayor Rick Kriseman
SUBJECT: Utility Rates for FY2018 (First Reading)

Attached is the Utility Rate Studies Memo recommending rates associated with water, wastewater, reclaimed water, and stormwater. This report was reviewed by the Budget Finance & Taxation Committee on September 28th, October 26th, and November 9th and today, the First Reading is scheduled. The final adoption of utility rates will take place in a Public Hearing held on December 7th. There are two separate Ordinances requiring action.

The attached memo provides detailed information for the proposed rates in each of the enterprise operations. A 9.25% increase is proposed for the water rate, a 21.75% increase is proposed for the wastewater rate, and a 25.50% increase is proposed for the reclaimed water rate. The Stormwater fee is being increased by 11.11% or $1.00 per month. No increase is proposed for sanitation service in either residential or commercial services.

Based on a revenue sufficiency analysis, the rate study recommends an overall increase of 16.28% for water and wastewater customers and 25.50% for reclaimed water customers in FY18. The study also recommended an increase in the Stormwater fee due to a $1.4 million increase in debt service in FY19, as well as, an increase in operating expenses in FY18. The overall increase on a typical utility bill will be $16.45 with reclaimed water or $11.02 without reclaimed water.

<table>
<thead>
<tr>
<th>Services</th>
<th>FY2017</th>
<th>Proposed FY 2018</th>
<th>Amount Change</th>
<th>Percent Change</th>
<th>% Water/Sewer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sanitation (including recycling)</td>
<td>$25.28</td>
<td>$25.28</td>
<td>$0.00</td>
<td>0.00%</td>
<td></td>
</tr>
<tr>
<td>Potable Water</td>
<td>$26.93</td>
<td>$29.42</td>
<td>$2.49</td>
<td>9.25%</td>
<td></td>
</tr>
<tr>
<td>Wastewater</td>
<td>$34.62</td>
<td>$42.15</td>
<td>$7.53</td>
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<td>$1.00</td>
<td>11.11%</td>
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<tr>
<td>Reclaimed Water</td>
<td>$21.29</td>
<td>$26.72</td>
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<tr>
<td>TOTAL (including Reclaimed)</td>
<td>$117.12</td>
<td>$133.57</td>
<td>$16.45</td>
<td>14.05%</td>
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<tr>
<td>(12% of Customers)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL (excluding Reclaimed)</td>
<td>$95.83</td>
<td>$106.85</td>
<td>$11.02</td>
<td>11.50%</td>
<td></td>
</tr>
</tbody>
</table>

CDT: emm
Attachments
MEMORANDUM

TO: Mayor Rick Kriseman
FROM: Claude D. Tankersley, P.E.
Public Works Administrator
DATE: November 20, 2017
SUBJECT: FY2018 Utility Rate Studies (Water Resources and Stormwater) - REVISED

Executive Summary
City staff and the financial rate team of McKim & Creed, P.A. and Stantec have conducted a revenue sufficiency analysis and cost of service rate study for the water, wastewater, and reclaimed water systems. They were also hired to conduct a separate revenue sufficiency analysis for the stormwater system, which included an analysis of a tiered fee structure for residential properties. Based on their analysis, and incorporating our proposed FY18 rate increases, below is a typical customer utility bill for someone using 4,000 gallons per month and utilizing recycling and reclaimed water services.

<table>
<thead>
<tr>
<th>Services</th>
<th>FY2017</th>
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<td>$11.02</td>
<td>11.50%</td>
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</tr>
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</table>

Last year at this time, we anticipated for FY18 a 3.00% increase for water and wastewater service and a 10.00% increase for reclaimed water service to help meet projected costs and service demands. However, based on the revenue sufficiency analysis, which includes a number of different capital enhancements, primarily to the wastewater system, the rate study recommends an overall increase of 16.28% for retail water and wastewater customers and 25.50% for reclaimed water customers in FY18. Additionally, due to a $1.4 million increase in debt service in FY19 in the Stormwater Fund, as well as, an increase in operating expenses of approximately $250,000 in FY18, the monthly Stormwater Utility fee will have a $1.00 increase beginning
January 1. The overall increase on a typical utility bill will be $16.45 with reclaimed water or $11.02 without reclaimed water.

As noted in Table 1, the Potable Water rates are recommended to increase by 9.25%, while the Wastewater rates are recommended to have a 21.75% increase. Because of the added emphasis on wastewater improvements, the rate revenue is being assigned based on the utility’s demands. Approximately every 5 years, the rate increase is split to align rate revenue with system expenses. The Stormwater fee is being increased by 11.11%. The Stormwater fee was tied to the local CPI until 2013, when the Ordinance removed that requirement. As noted earlier, debt service demands coming due in FY19 has required a series of rate increases to generate sufficient revenues. The need to address stormwater concerns city wide has also resulted in an increase in the monthly stormwater fee.

Customer Notifications and Committee Review
State Statute 180.136 establishes certain notification requirements when municipal utilities propose rate increases. The City will meet those requirements through inserts in the utility billing process (see Attachment 1). Following review by the Budget, Finance, and Taxation Committee on September 28, 2017, October 26, 2017, and November 9, 2017, it is anticipated that the proposed rates will be considered at a First Reading on November 20, 2017 and a Public Hearing on December 7, 2017. If the proposed rates are approved on December 7th, they would go into effect January 1st.

Reclaimed Water
The Reclaimed Water rate increase is recommended at 25.50%. If approved, the monthly reclaimed water rate would increase to $26.72 from the current monthly rate of $21.29. With the proposed increases, revenue generated from the reclaimed water fees is $4,189,457 and the cost to operate is $6,136,010.

Since the costs incurred to provide reclaimed water service are currently not fully recovered through the charges to reclaimed water customers, the residual costs in excess of total reclaimed water revenues are split evenly between the water and wastewater systems, given the benefits the reclaimed water provides to both the water and wastewater systems. Those benefits to the water system are primarily associated with the conservation of water use that translates to cost avoidance in developing new raw water supplies. In addition to the use of this alternative water source to irrigate grass and landscape, reclaimed water is used to support air conditioning cooling towers and provide increased fire protection with the addition of 310 fire hydrants. Benefits to the wastewater system are based on the treated wastewater disposal option provided, in lieu of total discharge to the deep wells or advanced water treatment required for surface water discharge.

As mentioned earlier, the anticipated revenue does not fully cover the cost to operate the reclaimed water system. However the residual amount has been decreasing since 2011. Direction was received from City Council at the Budget, Finance, and Taxation Committee meeting on July 27, 2017, to draft a plan to raise reclaimed water rates over a period of three
years to fully recover the cost of the reclaimed water system. This has been incorporated into the 5 year rate plan by Stantec.

Projected FY18 System Requirements
During this year’s rate analysis, we looked at projected FY18 expense requirements and anticipated revenue. The operating budget for the Water Resources Department is projected at $135,559,491 in FY18, an increase of 9.44% over the FY17 Adopted Operating Budget.

In previous years the bond rating agencies expressed concern that cash funded capital was low while we continued to issue new debt. Beginning in FY15, we began transferring an additional $1,000,000 a year to the capital fund to address this concern. During the FY18 rate study, discussions occurred on a plan to achieve a 50%/50% debt to cash (pay-go) funding mix for capital requirements. Several scenarios were discussed and the scenario to attain 50% cash funding in five years (by FY 2022) was approved at the November 9th BF&T meeting. In FY18, we will be transferring a total of $12,400,000 to the capital fund.

The FY18-22 Capital Improvement Plan includes significant capital enhancements to the systems’ assets including projects associated with the Consent Order executed on July 26, 2017. Highlights of the plan include a system wide master plan, improvements to Cosme and the water reclamation facilities, and $18.45 million a year throughout the five year plan for collection system improvements (structural repair and inflow and infiltration). Below is a summary of the 5-year Capital Improvement Plan.

<table>
<thead>
<tr>
<th>Water Resources 5-Year CIP Plan</th>
<th>(000's omitted)</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY18</td>
<td>FY19</td>
</tr>
<tr>
<td>Cosme &amp; Pump Stations $8,350</td>
<td>$10,993</td>
</tr>
<tr>
<td>Water Distribution Maint. $9,900</td>
<td>$11,050</td>
</tr>
<tr>
<td>Water Reclamation Facilities $86,385</td>
<td>$70,175</td>
</tr>
<tr>
<td>Wastewater Collection Maint. $22,500</td>
<td>$24,800</td>
</tr>
<tr>
<td>Lift Stations $960</td>
<td>$1,800</td>
</tr>
<tr>
<td>Other $900</td>
<td>$2,610</td>
</tr>
<tr>
<td>TOTAL $128,995</td>
<td>$121,428</td>
</tr>
</tbody>
</table>

Debt Service is programmed into the rate analysis based on preliminary debt issuance in FY18 ($120 million), FY19 ($114.1 million), FY20 ($88.3 million), FY21 ($54.3 million) and FY22 ($58.3 million).

On June 19, 2017, the Tampa Bay Water Board (TBW) approved its FY18 budget at a public hearing. St. Petersburg’s cost of purchasing raw water from TBW is anticipated to increase slightly for FY18, however, due to projected increases in consumption and an increase in anticipated interest earnings, the TBW pass-thru rate on the utility will actually go down from $2.31 to $2.27. Interest earnings from the Rate Stabilization Fund continue to be used to help
offset the cost of water. The anticipated earnings in FY18 are budgeted at $1,585,541. Details of the Potable Water rates are on Attachments 2 and 3.

The proposed rate increase for FY18 is mitigated by the use of the Water Cost Stabilization Fund to meet the Target Fund Balance for three (3) months of operating expenses associated with water, wastewater, and reclaimed water. Two (2) months of the Target Fund Balance are proposed to be met by a portion of the Water Cost Stabilization Fund reserve while one (1) month will be met by the Operating Fund reserve. The target fund balance excludes the transfer to capital share of expenses.

**Recommended Action**

Attached are two rate ordinances. One, which reflects the proposed base and variable rate changes for water and wastewater and changes to the reclaimed water rates, charges, and services. Deposits, Connection Fees, and Fire Service Fees are proposed to remain the same in FY18 with the potential to update during next year’s rate study. A second ordinance reflects the changes to the stormwater utility fee.

It is recommended that City Council conduct a first reading of the proposed rate ordinance on November 20, 2017 and consider the proposed rates for final adoption following a public hearing on December 7, 2017. This will allow the rates to be effective as of January 1, 2018, as included within the FY18 revenue projections.

CDT/EMM

**Attachment**

<table>
<thead>
<tr>
<th>Attachment</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attachment 1:</td>
<td>Customer Notification</td>
</tr>
<tr>
<td>Attachment 2:</td>
<td>Variable Rates including TBW pass-thru</td>
</tr>
<tr>
<td>Attachment 3:</td>
<td>Recommended Base Rates</td>
</tr>
<tr>
<td>Attachment 4:</td>
<td>Irrigation Only Rates</td>
</tr>
<tr>
<td>Attachment 5:</td>
<td>History of Rate Increases</td>
</tr>
<tr>
<td>Attachment 6:</td>
<td>Chapter 27 Rate Ordinances</td>
</tr>
</tbody>
</table>
NOTICE TO CUSTOMERS

ST. PETERSBURG
UTILITY CUSTOMERS

Notice is hereby given that at the date and time shown below, the St. Petersburg City Council will consider increases to water, wastewater, reclaimed water, and stormwater utility rates and charges.

- Monday, November 20, 2017 at 3 p.m. (First Reading)
- Thursday, December 7, 2017 at 9 a.m. (Public Hearing)

Meetings will be held in:
City Council Chamber
St. Petersburg City Hall
175 Fifth Street North
St. Petersburg, Florida

The proposed rate adjustments will be published at First Reading and made available on the City’s website, stpete.org.

For additional information, contact Public Works Administration at 893-7297.

Public Works Administration
727-893-7297
stpete.org/water
**RECOMMENDED VARIABLE RATES**

**WATER BLOCK RATES**

**(Single-Family Residential and Multifamily Residential: Per Dwelling Unit)**

<table>
<thead>
<tr>
<th>Per 1,000 Gallons</th>
<th>FY17 TBW</th>
<th>FY17 Total</th>
<th>FY18 TBW</th>
<th>FY18 Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>First 5,600 Gallons/month</td>
<td>$1.67 $2.31</td>
<td>$3.98</td>
<td>$2.08 $2.27</td>
<td>$4.35</td>
</tr>
<tr>
<td>Next 2,400 Gallons/month</td>
<td>$2.69 $2.31</td>
<td>$5.00</td>
<td>$3.19 $2.27</td>
<td>$5.56</td>
</tr>
<tr>
<td>Next 7,000 Gallons/month</td>
<td>$4.48 $2.31</td>
<td>$6.79</td>
<td>$4.35 $2.27</td>
<td>$7.42</td>
</tr>
<tr>
<td>Next 5,000 Gallons/month</td>
<td>$6.66 $2.31</td>
<td>$8.97</td>
<td>$7.53 $2.27</td>
<td>$9.80</td>
</tr>
<tr>
<td>Over 20,000 Gallons/month*</td>
<td>$15.64 $2.31</td>
<td>$17.95</td>
<td>$17.34 $2.27</td>
<td>$19.61</td>
</tr>
</tbody>
</table>

* Applies to Single-Family Residential Customers only

<table>
<thead>
<tr>
<th><strong>(Commercial)</strong></th>
<th>FY17 TBW</th>
<th>FY17 Total</th>
<th>FY18 TBW</th>
<th>FY18 Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to the Average</td>
<td>$1.67 $2.31</td>
<td>$3.98</td>
<td>$2.08 $2.27</td>
<td>$4.35</td>
</tr>
<tr>
<td>Average to 1.4 Times Average</td>
<td>$3.13 $2.31</td>
<td>$5.44</td>
<td>$3.67 $2.27</td>
<td>$5.94</td>
</tr>
<tr>
<td>1.4 to 1.8 Times Average</td>
<td>$4.48 $2.31</td>
<td>$6.79</td>
<td>$4.35 $2.27</td>
<td>$7.42</td>
</tr>
<tr>
<td>Over 1.8 Times Average</td>
<td>$5.69 $2.31</td>
<td>$8.00</td>
<td>$6.47 $2.27</td>
<td>$8.74</td>
</tr>
</tbody>
</table>

**WASTEWATER VARIABLE RATE**

**(Per 1,000 Gallons)**

<table>
<thead>
<tr>
<th>WASTEWATER</th>
<th>FY17</th>
<th>FY18</th>
</tr>
</thead>
<tbody>
<tr>
<td>WASTEWATER</td>
<td>$5.24</td>
<td>$6.38</td>
</tr>
</tbody>
</table>
# RECOMMENDED BASE RATES

## WATER BASE RATES

<table>
<thead>
<tr>
<th>Meter Size</th>
<th>FY17</th>
<th>FY18</th>
<th>Difference</th>
<th>Percent Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>5/8&quot;</td>
<td>$11.01</td>
<td>$12.03</td>
<td>$1.02</td>
<td>9.25%</td>
</tr>
<tr>
<td>1&quot;</td>
<td>$27.52</td>
<td>$30.07</td>
<td>$2.55</td>
<td>9.25%</td>
</tr>
<tr>
<td>1½&quot;</td>
<td>$55.04</td>
<td>$60.14</td>
<td>$5.10</td>
<td>9.25%</td>
</tr>
<tr>
<td>2&quot;</td>
<td>$88.06</td>
<td>$96.23</td>
<td>$8.17</td>
<td>9.25%</td>
</tr>
<tr>
<td>3&quot;</td>
<td>$176.13</td>
<td>$192.45</td>
<td>$16.32</td>
<td>9.25%</td>
</tr>
<tr>
<td>4&quot;</td>
<td>$275.20</td>
<td>$300.71</td>
<td>$25.51</td>
<td>9.25%</td>
</tr>
<tr>
<td>6&quot;</td>
<td>$550.39</td>
<td>$601.42</td>
<td>$51.03</td>
<td>9.25%</td>
</tr>
<tr>
<td>8&quot;</td>
<td>$880.63</td>
<td>$962.27</td>
<td>$81.64</td>
<td>9.25%</td>
</tr>
<tr>
<td>10&quot;</td>
<td>$1,265.91</td>
<td>$1,383.27</td>
<td>$117.36</td>
<td>9.25%</td>
</tr>
<tr>
<td>12&quot;</td>
<td>$2,366.69</td>
<td>$2,586.11</td>
<td>$219.42</td>
<td>9.25%</td>
</tr>
</tbody>
</table>

## WASTEWATER BASE RATES

<table>
<thead>
<tr>
<th>Meter Size</th>
<th>FY17</th>
<th>FY18</th>
<th>Difference</th>
<th>Percent Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>5/8&quot;</td>
<td>$13.66</td>
<td>$16.63</td>
<td>$2.97</td>
<td>21.75%</td>
</tr>
<tr>
<td>1&quot;</td>
<td>$34.16</td>
<td>$41.58</td>
<td>$7.42</td>
<td>21.75%</td>
</tr>
<tr>
<td>1½&quot;</td>
<td>$68.32</td>
<td>$83.16</td>
<td>$14.84</td>
<td>21.75%</td>
</tr>
<tr>
<td>2&quot;</td>
<td>$109.31</td>
<td>$133.05</td>
<td>$23.74</td>
<td>21.75%</td>
</tr>
<tr>
<td>3&quot;</td>
<td>$218.62</td>
<td>$266.10</td>
<td>$47.48</td>
<td>21.75%</td>
</tr>
<tr>
<td>4&quot;</td>
<td>$341.60</td>
<td>$415.78</td>
<td>$74.18</td>
<td>21.75%</td>
</tr>
<tr>
<td>6&quot;</td>
<td>$683.19</td>
<td>$831.55</td>
<td>$148.36</td>
<td>21.75%</td>
</tr>
<tr>
<td>8&quot;</td>
<td>$1,093.11</td>
<td>$1,330.48</td>
<td>$237.37</td>
<td>21.75%</td>
</tr>
<tr>
<td>10&quot;</td>
<td>$1,571.35</td>
<td>$1,912.57</td>
<td>$341.22</td>
<td>21.75%</td>
</tr>
<tr>
<td>12&quot;</td>
<td>$2,937.73</td>
<td>$3,575.68</td>
<td>$637.95</td>
<td>21.75%</td>
</tr>
</tbody>
</table>
# IRRIGATION-ONLY RATES

## Irrigation Only Base and Volume Charges

<table>
<thead>
<tr>
<th>Meter Size (inches)</th>
<th>Base Fee1</th>
<th>Tier 1</th>
<th>Tier 2</th>
<th>Tier 3</th>
<th>Tier 1</th>
<th>Tier 2</th>
<th>Tier 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>¾</td>
<td>$15.03</td>
<td>$4.79</td>
<td>$7.20</td>
<td>$17.01</td>
<td>0-15,000</td>
<td>15,001-20,000</td>
<td>&gt;20,000</td>
</tr>
<tr>
<td>1</td>
<td>$33.07</td>
<td>$4.79</td>
<td>$7.20</td>
<td>$17.01</td>
<td>0-37,000</td>
<td>37,001-50,000</td>
<td>&gt;50,000</td>
</tr>
<tr>
<td>1½</td>
<td>$63.14</td>
<td>$4.79</td>
<td>$7.20</td>
<td>$17.01</td>
<td>0-75,000</td>
<td>75,001-100,000</td>
<td>&gt;100,000</td>
</tr>
<tr>
<td>2</td>
<td>$99.23</td>
<td>$4.79</td>
<td>$7.20</td>
<td>$17.01</td>
<td>0-120,000</td>
<td>120,001-160,000</td>
<td>&gt;160,000</td>
</tr>
<tr>
<td>3</td>
<td>$195.45</td>
<td>$4.79</td>
<td>$7.20</td>
<td>$17.01</td>
<td>0-240,000</td>
<td>240,001-320,000</td>
<td>&gt;320,000</td>
</tr>
<tr>
<td>4</td>
<td>$303.71</td>
<td>$4.79</td>
<td>$7.20</td>
<td>$17.01</td>
<td>0-375,000</td>
<td>375,001-500,000</td>
<td>&gt;500,000</td>
</tr>
<tr>
<td>6</td>
<td>$604.42</td>
<td>$4.79</td>
<td>$7.20</td>
<td>$17.01</td>
<td>0-750,000</td>
<td>750,001-1,000,000</td>
<td>&gt;1,000,000</td>
</tr>
<tr>
<td>8</td>
<td>$965.27</td>
<td>$4.79</td>
<td>$7.20</td>
<td>$17.01</td>
<td>0-1,200,000</td>
<td>1,200,001-1,600,000</td>
<td>&gt;1,600,000</td>
</tr>
<tr>
<td>10</td>
<td>$1,386.27</td>
<td>$4.79</td>
<td>$7.20</td>
<td>$17.01</td>
<td>0-1,750,000</td>
<td>1,750,001-2,300,000</td>
<td>&gt;2,300,000</td>
</tr>
<tr>
<td>12</td>
<td>$2,589.11</td>
<td>$4.79</td>
<td>$7.20</td>
<td>$17.01</td>
<td>0-3,225,000</td>
<td>3,225,001-4,300,000</td>
<td>&gt;4,300,000</td>
</tr>
</tbody>
</table>

**Tampa Bay Water:** $2.27 per 1,000 Gallons
## HISTORY OF RATE INCREASES

### CONSUMPTION OF WATER AND SEWER AT 4,000 GALLONS PER MONTH

(FY 00 – 18)

<table>
<thead>
<tr>
<th>Fiscal Years</th>
<th>Amount Prior to Increase</th>
<th>Bill After Increase</th>
<th>Amount Change</th>
<th>Percent Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>99-00</td>
<td>$25.35</td>
<td>$27.01</td>
<td>$1.66</td>
<td>6.55%</td>
</tr>
<tr>
<td>00-01</td>
<td>$27.01</td>
<td>$28.42</td>
<td>$1.41</td>
<td>5.22%</td>
</tr>
<tr>
<td>01-02</td>
<td>$28.42</td>
<td>$30.75</td>
<td>$2.33</td>
<td>8.20%</td>
</tr>
<tr>
<td>02-03</td>
<td>$30.75</td>
<td>$34.37</td>
<td>$3.62</td>
<td>11.77%</td>
</tr>
<tr>
<td>03-04</td>
<td>$34.37</td>
<td>$37.58</td>
<td>$3.21</td>
<td>9.34%</td>
</tr>
<tr>
<td>04-05</td>
<td>$37.58</td>
<td>$39.25</td>
<td>$1.67</td>
<td>4.44%</td>
</tr>
<tr>
<td>05-06</td>
<td>$39.25</td>
<td>$40.19</td>
<td>$0.94</td>
<td>2.39%</td>
</tr>
<tr>
<td>06-07</td>
<td>$40.19</td>
<td>$41.27</td>
<td>$1.08</td>
<td>2.69%</td>
</tr>
<tr>
<td>07-08</td>
<td>$41.27</td>
<td>$42.72</td>
<td>$1.45</td>
<td>3.51%</td>
</tr>
<tr>
<td>08-09</td>
<td>$42.72</td>
<td>$44.03</td>
<td>$1.31</td>
<td>3.07%</td>
</tr>
<tr>
<td>09-10</td>
<td>$44.03</td>
<td>$44.90</td>
<td>$0.87</td>
<td>1.98%</td>
</tr>
<tr>
<td>10-11</td>
<td>$44.90</td>
<td>$48.25</td>
<td>$3.35</td>
<td>7.46%</td>
</tr>
<tr>
<td>11-12</td>
<td>$48.25</td>
<td>$50.53</td>
<td>$2.28</td>
<td>4.73%</td>
</tr>
<tr>
<td>12-13</td>
<td>$50.53</td>
<td>$51.89</td>
<td>$1.36</td>
<td>2.69%</td>
</tr>
<tr>
<td>13-14</td>
<td>$51.89</td>
<td>$53.83</td>
<td>$1.94</td>
<td>3.74%</td>
</tr>
<tr>
<td>14-15</td>
<td>$53.83</td>
<td>$56.37</td>
<td>$2.54</td>
<td>4.72%</td>
</tr>
<tr>
<td>15-16</td>
<td>$56.37</td>
<td>$58.46</td>
<td>$2.09</td>
<td>3.71%</td>
</tr>
<tr>
<td>16-17</td>
<td>$58.46</td>
<td>$61.55</td>
<td>$3.09</td>
<td>5.29%</td>
</tr>
<tr>
<td>17-18</td>
<td>$61.55</td>
<td>$71.57</td>
<td>$10.02</td>
<td>16.28%</td>
</tr>
</tbody>
</table>

**Total Increase/Average Percentage**: $46.22, 5.66%
### HISTORY OF RATE INCREASES

**STORMWATER RATE**  
(FY 91 – 18)

<table>
<thead>
<tr>
<th>Fiscal Years</th>
<th>From</th>
<th>To</th>
<th>Change</th>
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</thead>
<tbody>
<tr>
<td>91-01</td>
<td>$4.50</td>
<td>$4.50</td>
<td>$0.00</td>
</tr>
<tr>
<td>02</td>
<td>$4.50</td>
<td>$5.00</td>
<td>$0.50</td>
</tr>
<tr>
<td>05</td>
<td>$5.00</td>
<td>$6.00</td>
<td>$1.00</td>
</tr>
<tr>
<td>06</td>
<td>$6.00</td>
<td>$6.15</td>
<td>$0.15</td>
</tr>
<tr>
<td>07</td>
<td>$6.15</td>
<td>$6.40</td>
<td>$0.25</td>
</tr>
<tr>
<td>08</td>
<td>$6.40</td>
<td>$6.65</td>
<td>$0.25</td>
</tr>
<tr>
<td>09</td>
<td>$6.65</td>
<td>$6.85</td>
<td>$0.20</td>
</tr>
<tr>
<td>10</td>
<td>$6.85</td>
<td>$6.85</td>
<td>$0.00</td>
</tr>
<tr>
<td>11</td>
<td>$6.85</td>
<td>$6.84</td>
<td>$-0.01</td>
</tr>
<tr>
<td>12-16</td>
<td>$6.84</td>
<td>$6.84</td>
<td>$0.00</td>
</tr>
<tr>
<td>17</td>
<td>$6.84</td>
<td>$9.00</td>
<td>$2.16</td>
</tr>
<tr>
<td>18</td>
<td>$9.00</td>
<td>$10.00</td>
<td>$1.00</td>
</tr>
</tbody>
</table>
ORDINANCE NO. _____

AN ORDINANCE RELATING TO UTILITY RATES AND CHARGES; AMENDING CHAPTER 27, SUBSECTIONS 27-141 (a), 27-144 (c), 27-146 (d), 27-177 (a), AND 27-283 (a) OF THE ST. PETERSBURG CITY CODE; AMENDING VOLUME CHARGES FOR WATER SERVICE; AMENDING VOLUME CHARGES FOR IRRIGATION ONLY ACCOUNTS; AMENDING MONTHLY CHARGES FOR COMMERCIAL WATER ONLY ACCOUNTS; AMENDING RECLAIMED WATER RATES AND CHARGES; AMENDING BASE AND VOLUME CHARGES FOR WASTEWATER SERVICE; PROVIDING FOR SEVERABILITY OF PROVISIONS; PROVIDING AN EXPLANATION OF WORDS STRUCK THROUGH AND UNDERLINED; ESTABLISHING A DATE TO BEGIN CALCULATING NEW RATES FOR BILLING PURPOSES; AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

SECTION 1. Subsection 27-141 (a) of the St. Petersburg City Code is hereby amended as follows:

Sec. 27-141. - Established; amount; service categories defined; surcharge.

(a) Monthly use rate. City water customers will be charged monthly base and volume charges as set forth in the following subsections:

(1) Base charges. The base charges, determined by meter size, are listed in the following table:

<table>
<thead>
<tr>
<th>Meter Size (in inches)</th>
<th>Base Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>% or ¾</td>
<td>$ 41.04 12.03</td>
</tr>
<tr>
<td>1</td>
<td>27.52 30.07</td>
</tr>
<tr>
<td>1½</td>
<td>55.04 60.14</td>
</tr>
<tr>
<td>2</td>
<td>88.06 96.23</td>
</tr>
<tr>
<td>3</td>
<td>176.13 192.45</td>
</tr>
</tbody>
</table>
(2) Volume charges. Volume charges, determined by gallons used, are listed in the following tables:

a. For single-family dwelling customers, $2.31 - 2.27 for each 1,000 gallons consumed as cost of water from Tampa Bay Water and an inverted rate as follows:

<table>
<thead>
<tr>
<th>Volume Charges</th>
<th>Single-Family Dwelling Customer</th>
<th>Rates Per 1,000 Gallons</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>by Gallonage Increments</td>
</tr>
<tr>
<td>First 5,600</td>
<td>$1.67</td>
<td>2.08</td>
</tr>
<tr>
<td>Next 2,400</td>
<td>2.69</td>
<td>3.19</td>
</tr>
<tr>
<td>Next 7,000</td>
<td>4.48</td>
<td>5.15</td>
</tr>
<tr>
<td>Next 5,000</td>
<td>6.66</td>
<td>7.53</td>
</tr>
<tr>
<td>Over 20,000</td>
<td>15.61</td>
<td>17.34</td>
</tr>
</tbody>
</table>

b. For multifamily dwelling customers, $2.31 - 2.27 for each 1,000 gallons consumed as cost of water from Tampa Bay Water and an inverted rate as follows:

<table>
<thead>
<tr>
<th>Volume Charges</th>
<th>Multifamily Dwelling Customer</th>
<th>Rates Per 1,000 Gallons</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Total Volume Divided by Number of Dwelling Units Served by Meter</td>
<td></td>
</tr>
<tr>
<td>First 5,600 per unit</td>
<td>$1.67</td>
<td>2.08</td>
</tr>
<tr>
<td>Next 2,400 per unit</td>
<td>2.69</td>
<td>3.19</td>
</tr>
<tr>
<td>Next 7,000 per unit</td>
<td>4.48</td>
<td>5.15</td>
</tr>
</tbody>
</table>
c. For commercial customers, $2.31 2.27 for each 1,000 gallons consumed as cost of water from Tampa Bay Water and an inverted rate as follows:

<table>
<thead>
<tr>
<th>Gallonage Based on Monthly Average per Commercial Customer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to average</td>
</tr>
<tr>
<td>Average to 1.4 times average</td>
</tr>
<tr>
<td>1.4 to 1.8 times average</td>
</tr>
<tr>
<td>Over 1.8 times average</td>
</tr>
</tbody>
</table>

A monthly average of a 12-month period will be calculated per commercial customer for each fiscal year beginning October 1. The 12-month period utilized will be October through September of the preceding fiscal year and will be updated annually. For new commercial customers without consumption history, the lowest block rate will be utilized until a 12-month period between October and September is completed.

A commercial customer who experiences changed business conditions which would necessitate a revised calculation of the monthly average, may request a water use evaluation by the City. The City may calculate a new average based on that evaluation. After receiving notice of the results of the evaluation, the customer may appeal these results to the Utility Billing Review Committee within 14 days by filing notice of appeal with the City Clerk.

SECTION 2. Subsection 27-144 (c) of the St. Petersburg City Code is hereby amended to read as follows:

Sec. 27-144. Irrigation only accounts.

(c) Monthly irrigation only account charges.

Customers with an irrigation only account shall not be charged fees for wastewater services for that account but shall pay a base charge based on the meter connection size,
and also shall pay the Tampa Bay Water volume charge and the tiered volume rate based on water consumption as follows:

<table>
<thead>
<tr>
<th>Irrigation Only Base and Volume Charges</th>
</tr>
</thead>
<tbody>
<tr>
<td>Month</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>---</td>
</tr>
<tr>
<td>$\frac{3}{4}$</td>
</tr>
<tr>
<td>1</td>
</tr>
<tr>
<td>1$\frac{1}{2}$</td>
</tr>
<tr>
<td>2</td>
</tr>
<tr>
<td>3</td>
</tr>
<tr>
<td>4</td>
</tr>
<tr>
<td>6</td>
</tr>
<tr>
<td>8</td>
</tr>
<tr>
<td>10</td>
</tr>
<tr>
<td>12</td>
</tr>
</tbody>
</table>

Tampa Bay Water: $2.31 2.27$ 1,000 Gallons

SECTION 3. Subsection 27-146 (d) of the St. Petersburg City Code is hereby amended to read as follows:

Sec. 27-146. Commercial water only account.

(d) Monthly charges. Commercial customers with a commercial water only account shall not be charged fees for wastewater services for that account; however, the commercial customer shall pay a base charge based on the meter connection size and volume charges based on water consumption as follows:

(1) Base charges. The base charges, determined by meter size, are listed in the following table:

<table>
<thead>
<tr>
<th>Meter Size (in inches)</th>
<th>Base Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>$5/8$ or $\frac{3}{4}$</td>
<td>$14.01 \quad 15.03$</td>
</tr>
</tbody>
</table>
Volume charges. The volume charges shall be the same volume charges as set forth in section 27-141(a)(2) for commercial customers.

SECTION 4. Subsection 27-177 (a) of the St. Petersburg City Code is hereby amended to read as follows:

Sec. 27-177. - Rates

(a) A rate shall be charged to the customers of the reclaimed water system in accordance with the following schedule:

(1) For nonmetered service for tracts of one acre in size or smaller, the monthly charge shall be $21.29 26.72.

(2) For nonmetered service for larger tracts an additional monthly charge of $12.20 15.31 per each additional acre, or portion thereof in excess of one acre, shall be added to the fee of $21.29 26.72 per month.

(3) For customers on metered service, the charge shall be $0.60 0.75 per 1,000 gallons per month, but in no case shall the charge be less than $21.29 26.72 per month.

(4) A surcharge of twenty-five percent (25%) will be added for service outside the City.

(5) The customer shall be required to obtain a reclaimed water permit, the charge shall be $25.00 per permit issued. All reclaimed water permits shall be issued by the Reclaimed Water section of the Water Resources Department.
SECTION 5. Subsection 27-283 (a) of the St. Petersburg City Code is hereby amended to read as follows:

Sec. 27-283. - Wastewater service charge.

(a) Established, amount. There is hereby established and imposed upon the owners and/or occupants of all premises which are connected to the sewer system a charge, to be designated "wastewater service charge," which charge shall be based upon the amount of water used on the premises except for that amount of water used for irrigation only accounts as established pursuant to Section 27-144, as shown by the following schedule:

(1) A base charge per month based upon meter size in accordance with the following table:

<table>
<thead>
<tr>
<th>Meter Size (inches)</th>
<th>Base Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>¾ or ¾</td>
<td>$13.66</td>
</tr>
<tr>
<td>1</td>
<td>34.16</td>
</tr>
<tr>
<td>1½</td>
<td>68.32</td>
</tr>
<tr>
<td>2</td>
<td>109.34</td>
</tr>
<tr>
<td>3</td>
<td>248.62</td>
</tr>
<tr>
<td>4</td>
<td>344.60</td>
</tr>
<tr>
<td>6</td>
<td>683.19</td>
</tr>
<tr>
<td>8</td>
<td>1,093.44</td>
</tr>
<tr>
<td>10</td>
<td>4,571.35</td>
</tr>
<tr>
<td>12</td>
<td>2,937.73</td>
</tr>
</tbody>
</table>

(2) In addition to the base charge, there shall be a charge of $5.24 for each 1,000 gallons of potable water registered on the water meter.

(3) Rates charged to customers outside the City in accordance with subsections (1) and (2) of this section shall have added to the rate a surcharge of twenty-five percent (25%) of the total wastewater charge.

(4) The base charge and any volume charge will apply on all active services; the
base charge will apply to all service in standby status; only when a service has been removed will the base charge not be in effect.

SECTION 6. That the unconstitutionality or invalidity of any word, sentence, or portion of this ordinance shall not affect the validity of the remaining portions.

SECTION 7. That words in struck-through type are deletions from the existing St. Petersburg City Code and words that are underlined are additions.

SECTION 8. That the rates and charges established by this ordinance shall be utilized in calculating customers' bills beginning on February 1, 2018 for water consumed during the preceding month.

SECTION 9. In the event that this ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective after the fifth business day after adoption unless the Mayor notifies the City Council through written notice filed with the City Clerk that the Mayor will not veto the ordinance, in which case the ordinance shall take effect immediately upon filing such written notice with the City Clerk. In the event this ordinance is vetoed by the Mayor in accordance with the City Charter, it shall not become effective unless and until the City Council overrides the veto in accordance with the City Charter, in which case it shall become effective immediately upon a successful vote to override the veto.

LEGAL:

ADMINISTRATION:

City Attorney (designee)
ORDINANCE NO. _____

AN ORDINANCE RELATING TO UTILITY RATES; AMENDING CHAPTER 27, SUBSECTIONS 27-405 (b) (1) AMENDING THE STORMWATER UTILITY FEE; PROVIDING FOR SEVERABILITY OF PROVISIONS; PROVIDING AN EXPLANATION OF WORDS STRUCK THROUGH AND UNDERLINED; ESTABLISHING A DATE TO BEGIN CALCULATING NEW RATES FOR BILLING PURPOSES; AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

SECTION 1. Subsection 27-405 (b) (1) of the St. Petersburg City Code is hereby amended as follows:

Sec. 27-405. Stormwater management system utility fee.

(b) Scheduled rates. The following uniform schedule of utility rates for services and facilities of the stormwater system is hereby established:

(1) A monthly stormwater system utility fee of $9.00 10.00 per month is established as the rate for each SFRP.

SECTION 2. That the unconstitutionality or invalidity of any word, sentence, or portion of this ordinance shall not affect the validity of the remaining portions.

SECTION 3. That words in struck through type are deletions from the existing St. Petersburg City Code and words that are underlined are additions.

SECTION 4. That the rates established by this ordinance shall be utilized in calculating customers' bills beginning on January 1, 2018.

SECTION 5. In the event that this ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective after the fifth business day after adoption unless the Mayor notifies the City Council through written notice filed with the City Clerk that the Mayor will not veto the ordinance, in which case the ordinance shall take effect immediately upon filing such written notice with the City Clerk. In the event this ordinance is vetoed by the Mayor in accordance with the City Charter, it shall not become effective unless and until the City Council overrides the veto in accordance with the City Charter, in which case it shall become effective immediately upon a successful vote to override the veto.
LEGAL:

Jane Wallace

City Attorney (designee)

ADMINISTRATION:
RESOLUTION NO. 2017-___

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ST. PETERSBURG, FLORIDA
AMENDING AND RESTATING THE
DEFINITION OF THE “PROJECT” AS
PROVIDED IN RESOLUTION 2017-280;
MAKING CERTAIN COVENANTS AND
AGREEMENTS IN CONNECTION
THEREWITH; AND PROVIDING AN
EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ST. PETERSBURG, FLORIDA:

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to the Constitution of the State of Florida, Chapter 166, Part II, Florida Statutes, the municipal charter of the City of St. Petersburg, Florida (the “City”) and other applicable provisions of law.

SECTION 2. FINDINGS.

(A) The City Council of the City (“the City Council”) adopted Resolution No. 2017-280, on May 4, 2017 (the “Resolution”), authorizing the issuance of not to exceed $2,575,000 City of St. Petersburg, Florida, Taxable Non-Ad Valorem Revenue Note, Series 2017E (Qualified Energy Conservation Bond) (the “2017E Note”) for the purpose of financing the cost of a solar photo voltaic system at the City’s police headquarters facility (the “Project”).

(B) Because construction bids came in at lower prices than expected meaning that there are remaining unspent proceeds of the 2017E Note, the City Council now wishes to amend and restate, in its entirety, the definition of the Project to more accurately describe the capital projects upon which such unspent proceeds will be expended.

SECTION 3. AMENDMENT OF DEFINITION OF THE PROJECT. Subject to the prior written consent of Banc of America Leasing & Capital, LLC, as holder of the 2017E Note (which is required by Section 12 of said Resolution No. 2017-280 and which prior written consent is attached hereto as Exhibit A), the definition of Project as listed in Section 2 of the Resolution, is hereby amended and restated in its entirety to read as follows (deletions are noted with strikethrough text and additions are noted with bold and double underline text):

"Project" shall mean financing the cost of at a solar photo voltaic systems at the Issuer’s police headquarters facility and at other City-owned buildings.

SECTION 4. CAPTIONS. The captions and headings in this Resolution are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Resolution.
SECTION 5. SUPERSEDING OF INCONSISTENT RESOLUTIONS. This Resolution supersedes all prior action of City Council inconsistent herewith. All resolutions or parts thereof in conflict herewith are hereby superseded to the extent of such conflict.

SECTION 6. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.
EXHIBIT A

Consent of Original Purchaser
RESOLUTION NO. 2017-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. PETERSBURG, FLORIDA AMENDING AND RESTATING THE DEFINITION OF THE "PROJECT" AS PROVIDED IN RESOLUTION 2017-280; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ST. PETERSBURG, FLORIDA:

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to the Constitution of the State of Florida, Chapter 166, Part II, Florida Statutes, the municipal charter of the City of St. Petersburg, Florida (the "City") and other applicable provisions of law.

SECTION 2. FINDINGS.

(A) The City Council of the City ("the City Council") adopted Resolution No. 2017-280, on May 4, 2017 (the "Resolution"), authorizing the issuance of not to exceed $2,575,000 City of St. Petersburg, Florida, Taxable Non-Ad Valorem Revenue Note, Series 2017E (Qualified Energy Conservation Bond) (the "2017E Note") for the purpose of financing the cost of a solar photo voltaic system at the City’s police headquarters facility (the "Project").

(B) Because construction bids came in at lower prices than expected meaning that there are remaining unspent proceeds of the 2017E Note, the City Council now wishes to amend and restate, in its entirety, the definition of the Project to more accurately describe the capital projects upon which such unspent proceeds will be expended.

SECTION 3. AMENDMENT OF DEFINITION OF THE PROJECT. Subject to the prior written consent of Banc of America Leasing & Capital, LLC, as holder of the 2017E Note (which is required by Section 12 of said Resolution No. 2017-280 and which prior written consent is attached hereto as Exhibit A), the definition of Project as listed in Section 2 of the Resolution, is hereby amended and restated in its entirety to read as follows (deletions are noted with strikethrough text and additions are noted with bold and double underline text):

"Project" shall mean financing the cost of a solar photo voltaic system at the Issuer’s police headquarters facility and at other City-owned buildings.

SECTION 4. CAPTIONS. The captions and headings in this Resolution are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Resolution.
SECTION 5. SUPERSEDING OF INCONSISTENT RESOLUTIONS. This Resolution supersedes all prior action of City Council inconsistent herewith. All resolutions or parts thereof in conflict herewith are hereby superseded to the extent of such conflict.

SECTION 6. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

LEGAL:

DEPARTMENT:
EXHIBIT A
Consent of Original Purchaser
CONSENT OF BANC OF AMERICA LEASING & CAPITAL, LLC

Banc of America Leasing & Capital, LLC, as holder of the City of St. Petersburg, Florida (the “City”) Taxable Non-Ad Valorem Revenue Note, Series 2017E (Qualified Energy Conservation Bond) (the “Note”), does hereby consent to the amendment to the definition of the “Project” contained in Section 2 of Resolution No. 2017-280 adopted by the City of St. Petersburg, Florida on May 4, 2017 in connection with the issuance of the Note, as required by Section 12 of said Resolution No. 2017-280. Such revised definition of the term "Project" is set forth on Schedule 1 attached hereto.

Date: October 26, 2017

BANC OF AMERICA LEASING & CAPITAL, LLC

By: ____________________________
Name: Terri J. Preston
Title: Vice President
Schedule 1

Deletions are noted with strikethrough text and additions are noted with bold and double underline text):

"Project" shall mean financing the cost of a solar photo voltaic system at the Issuer's police headquarters facility and at other City-owned buildings.
CONSENT OF BANC OF AMERICA LEASING & CAPITAL, LLC

Banc of America Leasing & Capital, LLC, as holder of the City of St. Petersburg, Florida (the “City”) Taxable Non-Ad Valorem Revenue Note, Series 2017E (Qualified Energy Conservation Bond) (the “Note”), does hereby consent to the amendment to the definition of the “Project” contained in Section 2 of Resolution No. 2017-280 adopted by the City of St. Petersburg, Florida on May 4, 2017 in connection with the issuance of the Note, as required by Section 12 of said Resolution No. 2017-280. Such revised definition of the term “Project” is set forth on Schedule 1 attached hereto.

Dated October 26, 2017

BANC OF AMERICA LEASING & CAPITAL, LLC

By: ________________________________
Name: Torri J. Preston
Title: Vice President

25027/039/01295208.DOCv3
Schedule 1

Deletions are noted with strikethrough text and additions are noted with bold and double underline text):

"Project" shall mean financing the cost of a-solar photo voltaic systems at the Issuer’s police headquarters facility and at other City-owned buildings.
ST. PETERSBURG CITY COUNCIL

MEETING OF:  November 20, 2017

TO:  
COUNCIL CHAIR AND MEMBERS OF CITY COUNCIL

SUBJECT:  Confirming Preliminary Assessment for Lot Clearing Number(s) LCA 1583

EXPLANATION:  The Sanitation Department has cleared the following number of properties under Chapter 16 of the St. Petersburg City Code. The interest rate is 12% per annum on the unpaid balance.

LCA:  1583
NUMBER OF STRUCTURES:  59
ASSESSABLE AMOUNT:  $11,159.05

According to the City Code, these assessments constitute a Lien on each property. It is recommended that the assessments be confirmed.

COST/FUNDING/ASSESSMENT INFORMATION:  The total assessable amount of $11,159.05 will be fully assessable to the property owners.

ATTACHMENTS:

MAYOR:  
COUNCIL ACTION:  

FOLLOW-UP:  AGENDA NO.
<table>
<thead>
<tr>
<th>ASSESSMENT NUMBER</th>
<th>OWNER NAME /MAILING ADDRESS</th>
<th>PARCEL ID /LEGAL DESCRIPTION</th>
<th>PROPERTY ADDRESS</th>
<th>ORIGINAL ASSESSMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>LCA 1583 72247</td>
<td>AUGUSTUS INVESTMENTS LLC PO BOX 143 SAINT PETERSBURG, FL 337310143</td>
<td>06 31 17 01386 003 0060 ARCADIA ANNEX BLK C, LOT 6</td>
<td>873 52ND AVE N</td>
<td>184.38</td>
</tr>
<tr>
<td>LCA 1583 72248</td>
<td>676 WESTSIDE TRUST 100 N TAMPA ST STE 3500 TAMPA, FL 336025869</td>
<td>06 32 17 03852 002 0100 BAYOU HEIGHTS, HANLON'S BLK 2, LOT 10 &amp; E 25FT OF LOT 11</td>
<td>676 50TH AVE S</td>
<td>184.38</td>
</tr>
<tr>
<td>LCA 1583 72249</td>
<td>TAYLOR, WILLA DORSEY 4001 4TH ST S SAINT PETERSBURG, FL 337053903</td>
<td>06 32 17 03924 000 0251 BAYOU VIEW N 1/2 OF LOTS 25 AND 26</td>
<td>4001 4TH ST S</td>
<td>224.47</td>
</tr>
<tr>
<td>LCA 1583 72250</td>
<td>ATKINSON, ANGELA 3783 ABINGTON AVE S SAINT PETERSBURG, FL 337113519</td>
<td>34 31 16 05526 004 0230 BAYVIEW TERRACE, ROY SCOTTS BLK 4, LOT 23</td>
<td>3783 ABINGTON AVE S</td>
<td>184.38</td>
</tr>
<tr>
<td>LCA 1583 72251</td>
<td>KIND REPUTATION LLC 10450 GULF BLVD TREASURE ISLAND, FL 337064815</td>
<td>12 31 16 06390 003 0100 BELLBROOK HEIGHTS BLK C, LOT 10</td>
<td>3401 PRESCOTT ST N</td>
<td>184.38</td>
</tr>
<tr>
<td>LCA 1583 72252</td>
<td>L J I PROPERTIES LLC 10396 YOSEMITE LN INDIANAPOLIS, IN 462349825</td>
<td>25 31 16 11502 000 0010 BRIGHTWOOD LOT 1</td>
<td>2062 15TH AVE S</td>
<td>184.38</td>
</tr>
<tr>
<td>LCA 1583 72253</td>
<td>BROWN, JULIA M 593 VANDERBILT AVE BROOKLYN, NY 112383512</td>
<td>30 31 17 12708 000 0360 BUENA VISTA LOT 36</td>
<td>743 14TH AVE S</td>
<td>184.38</td>
</tr>
<tr>
<td>ASSESSMENT NUMBER</td>
<td>OWNER NAME</td>
<td>PARCEL ID</td>
<td>PROPERTY ADDRESS</td>
<td>ORIGINAL ASSESSMENT</td>
</tr>
<tr>
<td>-------------------</td>
<td>-----------------------------</td>
<td>-------------------</td>
<td>-----------------------------</td>
<td>---------------------</td>
</tr>
<tr>
<td>LCA 1583 72254</td>
<td>N L S HOLDINGS LLC</td>
<td>21 31 16 14562 005 0070</td>
<td>4750 2ND AVE N</td>
<td>184.38</td>
</tr>
<tr>
<td></td>
<td>1406 N DALE MABRY HWY STE 300</td>
<td>CENTRAL PARK REV</td>
<td>BLK 5, LOT 7</td>
<td></td>
</tr>
<tr>
<td></td>
<td>TAMPA FL 336072506</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>LCA 1583 72255</td>
<td>GILLIAM, DOROTHY</td>
<td>25 31 16 14742 000 0260</td>
<td>1527 13TH ST S</td>
<td>184.38</td>
</tr>
<tr>
<td></td>
<td>1527 13TH ST S</td>
<td>CHAMBER'S 1ST ADD</td>
<td>TO HOLLYWOOD</td>
<td></td>
</tr>
<tr>
<td></td>
<td>SAINT PETERSBURG FL 337052441</td>
<td>LOTS 26 AND 27</td>
<td></td>
<td></td>
</tr>
<tr>
<td>LCA 1583 72256</td>
<td>DOMAIN HOMES INC</td>
<td>30 31 17 15354 005 0180</td>
<td>652 10TH AVE S</td>
<td>184.38</td>
</tr>
<tr>
<td></td>
<td>5703 S MACDILL AVE</td>
<td>CHICAGO SUB NO. 2</td>
<td>BLK 5, LOT 18</td>
<td></td>
</tr>
<tr>
<td></td>
<td>TAMPA FL 336114448</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>LCA 1583 72257</td>
<td>AMASIS HOLDINGS LLC</td>
<td>25 31 16 19350 003 0010</td>
<td>1915 10TH ST S</td>
<td>184.38</td>
</tr>
<tr>
<td></td>
<td>4611 S UNIVERSITY DR STE 304</td>
<td>CROMWELL HEIGHTS</td>
<td>BLK C, S 1/2 OF LOTS 1 AND 2</td>
<td></td>
</tr>
<tr>
<td></td>
<td>DAVIE FL 333283817</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>LCA 1583 72258</td>
<td>STOKES, JOHN W EST</td>
<td>27 31 16 19764 002 0100</td>
<td>4401 15TH AVE S</td>
<td>184.38</td>
</tr>
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19 30 17 30690 000 0790 GEORGIAN TERRACE LOT 79
04 31 16 30978 002 0170 GLASS SUB BLK B, LOTS 17 & 18 & E 35 FT OF LOT 16 (PER O.R.'S 9153/1318 & 13339/990)
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<td></td>
<td></td>
</tr>
<tr>
<td>LCA 1583 72304</td>
<td>AMOS FINANCIAL LLC</td>
<td>21 31 16 94032 005 0070</td>
<td>VICTORY HEIGHTS</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>LCA 1583 72305</td>
<td>SAIFI, ALI</td>
<td>09 31 16 96354 000 1110</td>
<td>WESTGATE HEIGHTS SOUTH</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

**TOTAL NUMBER OF ASSESSMENTS:** 59

**TOTAL ASSESSMENT AMOUNT:** 11,159.05
# LOT CLEARING NUMBER 1583

## COST / FUNDING / ASSESSMENT INFORMATION

<table>
<thead>
<tr>
<th>CATEGORY ASSESSED</th>
<th>AMOUNT TO BE ASSESSED</th>
</tr>
</thead>
<tbody>
<tr>
<td>LOT CLEARING COST</td>
<td>$ 7,324.05</td>
</tr>
<tr>
<td>ADMINISTRATIVE FEE</td>
<td>$ 3,835.00</td>
</tr>
<tr>
<td>TOTAL:</td>
<td>$ 11,159.05</td>
</tr>
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</table>
A RESOLUTION CONFIRMING AND APPROVING PRELIMINARY ASSESSMENT ROLLS FOR LOT CLEARING NO. 1583 AS LIENS AGAINST THE RESPECTIVE REAL PROPERTY ON WHICH THE COSTS WERE INCURRED; PROVIDING THAT SAID LIENS HAVE A PRIORITY AS ESTABLISHED BY CITY CODE SECTION 16.40.060.4.4; PROVIDING FOR AN INTEREST RATE ON UNPAID BALANCES; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AND RECORD NOTICE(S) OF LIEN(S) IN THE PUBLIC RECORDS OF THE COUNTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, preliminary assessment rolls for Lot Clearing No. 1583 have been submitted by the Mayor to the City Council pursuant to St. Petersburg Code Section 16.40.060.4.4; and

WHEREAS, notice of the public hearing was duly published in accordance with St. Petersburg City Code Section 16.40.060.4.4; and

WHEREAS, City Council did meet at the time and place specified in the notice and heard any and all complaints that any person affected by said proposed assessments wished to offer; and

WHEREAS, City Council has corrected any and all mistakes or errors appearing on said preliminary assessment rolls.

NOW, THEREFORE, BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that this Council confirms the preliminary assessment rolls for Lot Clearing No. 1583 as liens against the respective real property on which the costs were incurred and that pursuant to Section 16.40.060.4.4 of the St. Petersburg City Code said liens shall be superior in dignity to all other liens except taxes; and

BE IT FURTHER RESOLVED that the principal amount of all assessment liens levied and assessed herein shall bear interest at the rate of 12% per annum from the date of this resolution.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute and record notice(s) of the lien(s) provided for herein in the public records of the County.

This resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

City Attorney (Designee)  
00347451
ST. PETERSBURG CITY COUNCIL

MEETING OF: November 20, 2017

TO: COUNCIL CHAIR AND MEMBERS OF CITY COUNCIL

SUBJECT: Confirming Preliminary Assessment for Building Securing Number SEC 1229

EXPLANATION: Codes Compliance Assistance has secured the attached structures which were found to be unfit or unsafe under Chapter 8 of the St. Petersburg City Code. The interest rate is 12% per annum on the unpaid balance.

SEC: 1229
NUMBER OF STRUCTURES: 6
ASSESSABLE AMOUNT: $1,072.70

According to the City Code, these assessments constitute a lien on each property. It is recommended that the assessments be confirmed.

COST/FUNDING/ASSESSMENT INFORMATION:
The total assessable amount of $1,072.70 will be fully assessable to the property owners.

ATTACHMENTS:

MAYOR: ____________________________

COUNCIL ACTION: ____________________

FOLLOW-UP: __________________________ AGENDA NO. ____________
<table>
<thead>
<tr>
<th>ASSESSMENT NUMBER</th>
<th>OWNER NAME</th>
<th>MAILING ADDRESS</th>
<th>PARCEL ID</th>
<th>/LEGAL DESCRIPTION</th>
<th>PROPERTY ADDRESS</th>
<th>ASSESSMENT</th>
</tr>
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<tbody>
<tr>
<td>SEC 1229 07795</td>
<td>P C R H FUND LLLP</td>
<td>6830 CENTRAL AVE STE C</td>
<td>27 31 16 15408 005 0090</td>
<td>CHILDS PARK BLK 5, N 70FT OF LOTS 9 AND 10</td>
<td>2005 35TH ST S</td>
<td>116.09</td>
</tr>
<tr>
<td>SEC 1229 07796</td>
<td>U S BANK NATL ASSN</td>
<td>425 WALNUT ST</td>
<td>28 31 16 21420 000 0520</td>
<td>DISSTON PARK LOT 52</td>
<td>1225 46TH ST S</td>
<td>120.59</td>
</tr>
<tr>
<td>SEC 1229 07797</td>
<td>FAST CASH HOUSE BUYER LLC</td>
<td>2102 CAMP INDIANHEAD RD</td>
<td>14 31 16 27954 001 0160</td>
<td>FLAG SUB BLK 1, LOT 16</td>
<td>2327 15TH AVE N</td>
<td>98.34</td>
</tr>
<tr>
<td>SEC 1229 07798</td>
<td>DAVIDSON, KAREN</td>
<td>13319 S EGYPT SHORES DR</td>
<td>12 31 16 27972 000 0070</td>
<td>FLAGG &amp; MORRIS SUB LOT 7</td>
<td>1327 30TH AVE N</td>
<td>100.83</td>
</tr>
<tr>
<td>SEC 1229 07799</td>
<td>MOORE, JACQUELINE D EST</td>
<td>1400 28TH AVE S</td>
<td>36 31 16 48618 000 0280</td>
<td>LAKESIDE SUB LOT 28</td>
<td>1400 28TH AVE S</td>
<td>130.50</td>
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<tr>
<td>SEC 1229 07800</td>
<td>TRUST NO 814</td>
<td>2764 SUNSET POINT RD STE 200</td>
<td>07 31 17 73596 000 0200</td>
<td>SEMINARY HEIGHTS LOT 20 &amp; E 32FT OF LOT 19</td>
<td>814 32ND AVE N</td>
<td>506.35</td>
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</table>

TOTAL NUMBER OF ASSESSMENTS: 6

TOTAL ASSESSMENT AMOUNT: 1,072.70
### BUILDING SECURING NUMBER SEC 1229

#### COST/FUNDING/ASSESSMENT INFORMATION

<table>
<thead>
<tr>
<th>CATEGORY</th>
<th>AMOUNT TO BE ASSESSED</th>
</tr>
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<tr>
<td>SECURING COST</td>
<td>$ 475.00</td>
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<tr>
<td>MATERIAL COST</td>
<td>$ 159.00</td>
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<tr>
<td>LEGAL AD</td>
<td>$ 168.70</td>
</tr>
<tr>
<td>ADMIN. FEE</td>
<td>$ 270.00</td>
</tr>
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</table>

**TOTAL:** $1,072.70
A RESOLUTION ASSESSING THE COSTS OF SECURING LISTED ON SECURING BUILDING NO. 1229 ("SEC 1229") AS LIENS AGAINST THE RESPECTIVE REAL PROPERTY ON WHICH THE COSTS WERE INCURRED; PROVIDING THAT SAID LIENS HAVE A PRIORITY AS ESTABLISHED BY CITY CODE SECTION 8-270; PROVIDING FOR AN INTEREST RATE ON UNPAID BALANCES; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AND RECORD NOTICE(S) OF LIEN(S) IN THE PUBLIC RECORDS OF THE COUNTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg has proceeded under the provision of Chapter 8, of the St. Petersburg City Code to secure certain properties; and

WHEREAS, the structures so secured are listed on Securing Building No. 1229 ("SEC 1229"); and

WHEREAS, Section 8-270 of the St. Petersburg City Code provides that the City Council shall assess the entire cost of such securing against the property on which the costs were incurred and that assessments shall become a lien upon the property superior to all others, except taxes; and

WHEREAS, the City Council has held a public hearing on November 20, 2017, to hear all persons who wished to be heard concerning this matter.

NOW THEREFORE, BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that this Council assesses the costs of securing listed on Securing Building No. 1229 ("SEC 1229") as liens against the respective real property on which the costs were incurred and that pursuant to Section 8-270 of the St. Petersburg City Code said liens shall be superior in dignity to all other liens except taxes; and

BE IT FURTHER RESOLVED that the Special Assessment Certificates to be issued hereunder shall bear interest at the rate of 12% per annum on the unpaid balance from the date of the adoption of this resolution.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute and record notice(s) of the lien(s) provided for herein in the public records of the County.

This resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

[Signature]
City Attorney (Designee)
00347452
TO: COUNCIL CHAIR AND MEMBERS OF CITY COUNCIL

SUBJECT: Confirming Preliminary Assessment for Building Demolition Number DMO 455

EXPLANATION: The privately owned structures on the attached list were condemned by the City in response to unfit or unsafe conditions as authorized under Chapter 8 of the St. Petersburg City Code. The City's Codes Compliance Assistance Department incurred costs of condemnation/securing/appeal/abatement/demolition and under the provisions of City Code Section 8-270, these costs are to be assessed to the property. The interest rate is 12% per annum on the unpaid balance.

DMO: 455
NUMBER OF STRUCTURES: 5
ASSESSABLE AMOUNT: $135,850.98

According to the City Code, these assessments constitute a lien on each property. It is recommended that the assessments be confirmed.

COST/FUNDING/ASSESSMENT INFORMATION:
The total assessable amount of $135,850.98 will be fully assessable to the property owners.

ATTACHMENTS:

MAYOR: ____________________________

COUNCIL ACTION: _____________________

FOLLOW-UP: ___________________________ AGENDA NO. ________
<table>
<thead>
<tr>
<th>ASSESSMENT NUMBER</th>
<th>OWNER NAME</th>
<th>PARCEL ID</th>
<th>PROPERTY ADDRESS</th>
<th>ORIGINAL ASSESSMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>DMO 0455 03270</td>
<td>NEMETHY, PETER P</td>
<td>25 31 16 00648 000 0100</td>
<td>940 10TH AVE S</td>
<td>12,358.49</td>
</tr>
<tr>
<td></td>
<td></td>
<td>ALMA HEIGHTS REV</td>
<td>LOT 10</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>TREASURE ISLAND FL</td>
<td>337061004</td>
<td></td>
</tr>
<tr>
<td>DMO 0455 03271</td>
<td>BURNEY, EUGENE</td>
<td>25 31 16 14742 000 0390</td>
<td>1413 13TH ST S</td>
<td>3,779.26</td>
</tr>
<tr>
<td></td>
<td></td>
<td>CHAMBER'S 1ST ADD TO</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>HOLLYWOOD LOTS 39 &amp; 40</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>THAT PART DESC AS BEG SE</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>COR OF LOT 39 RUN W 100 FT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DMO 0455 03272</td>
<td>BRAYBOY, E &amp; C FAMILY TRUST</td>
<td>26 31 16 72864 000 0180</td>
<td>951 22ND ST S</td>
<td>84,563.18</td>
</tr>
<tr>
<td></td>
<td></td>
<td>PRATHER'S ROYAL</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>N 46.4FT OF LOT 18 &amp; ALL</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>OF LOT 19</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DMO 0455 03273</td>
<td>ANTINORE, RICHARD F</td>
<td>28 31 16 94248 007 0160</td>
<td>4835 10TH AVE S</td>
<td>15,329.99</td>
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<tr>
<td></td>
<td></td>
<td>VINSETTA PARK ADD REV</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>BLK 7, LOT 16</td>
<td></td>
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<tr>
<td>DMO 0455 03274</td>
<td>WADE, JAMES M</td>
<td>12 31 16 98748 000 0910</td>
<td>1838 24TH AVE N</td>
<td>19,820.06</td>
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<tr>
<td></td>
<td></td>
<td>WOODHURST EXT</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>LOT 91</td>
<td></td>
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<td>SAINT PETERSBURG FL</td>
<td>337134440</td>
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**TOTAL NUMBER OF ASSESSMENTS:** 5

**TOTAL ASSESSMENT AMOUNT:** 135,850.98
## BUILDING DEMOLITION NUMBER DMO 455
### COST/FUNDING/ASSESSMENT INFORMATION

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<th>CATEGORY</th>
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<td>Asbestos Cost</td>
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<td>Legal Ad</td>
<td>$ 1,253.53</td>
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<tr>
<td>Engineer's Charge</td>
<td>$ 175.00</td>
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<tr>
<td>Administrative Fee</td>
<td>$ 1,438.95</td>
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<tr>
<td><strong>TOTAL:</strong></td>
<td><strong>$ 135,850.98</strong></td>
</tr>
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</table>
A RESOLUTION ASSESSING THE COSTS OF DEMOLITION LISTED ON BUILDING DEMOLITION NO. 455 ("DMO NO. 455") AS LIENS AGAINST THE RESPECTIVE REAL PROPERTY ON WHICH THE COSTS WERE INCURRED; PROVIDING THAT SAID LIENS HAVE A PRIORITY AS ESTABLISHED BY CITY CODE SECTION 8-270; PROVIDING FOR AN INTEREST RATE ON UNPAID BALANCES; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AND RECORD NOTICE(S) OF LIEN(S) IN THE PUBLIC RECORDS OF THE COUNTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg has proceeded under the provision of Chapter 8, of the St. Petersburg City Code to demolish certain properties; and

WHEREAS, the structures so demolished are listed on Building Demolition No. 455 ("DMO No. 455"); and

WHEREAS, Section 8-270 of the St. Petersburg City Code provides that the City Council shall assess the entire cost of such demolition against the property on which the costs were incurred and that assessments shall become a lien upon the property superior to all others, except taxes; and

WHEREAS, the City Council has held a public hearing on November 20, 2017, to hear all persons who wished to be heard concerning this matter.

NOW THEREFORE, BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that this Council assesses the costs of the demolition listed on Building Demolition No. 455 ("DMO No. 455") as liens against the respective real property on which the costs were incurred and that pursuant to Section 8-270 of the St. Petersburg City Code said liens shall be superior in dignity to all other liens except taxes; and

BE IT FURTHER RESOLVED that the Special Assessment Certificates to be issued hereunder shall bear interest at the rate of 12% per annum on the unpaid balance from the date of the adoption of this resolution.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute and record notice(s) of the lien(s) provided for herein in the public records of the County.

This resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

City Attorney (Designee)
00347453
TO: The Honorable Darden Rice, Chair and members of City Council

SUBJECT: A resolution confirming and approving preliminary assessment rolls for Lot Clearing No. 1581 as liens against the respective real property on which the costs were incurred; providing that said liens have a priority as established by City Code Section 16.40.060.4.4; providing for an interest rate on unpaid balances; authorizing the Mayor or his designee to execute and record notice(s) of lien(s) in the public records of the County; superseding Resolution 2017-554; and providing an effective date.

EXPLANATION: These Lot Clearing Assessments are being re-submitted for confirmation because the Public Hearing notification letters were not sent to the affected property owners with adequate time before public hearing. The notification letter was subsequently mailed to each individual providing them with the necessary information related to the November 20, 2017 Public Hearing.

ATTACHMENTS:

MAYOR: ____________________

COUNCIL ACTION: ____________________

FOLLOW-UP: ____________________ AGENDA NO. ________
ST. PETERSBURG CITY COUNCIL

MEETING OF: November 20, 2017

TO: COUNCIL CHAIR AND MEMBERS OF CITY COUNCIL

SUBJECT: Confirming Preliminary Assessment for Lot Clearing Number(s) LCA 1581

EXPLANATION: These Lot Clearing Assessments are being re-submitted for confirmation because the Public Hearing notification letters were not sent to the affected property owners with adequate time before public hearing. The notification letter was subsequently mailed to each individual providing them with the necessary information related to the November 20, 2017 Public Hearing.

LCA: 1581
NUMBER OF STRUCTURES: 157
ASSESSABLE AMOUNT: $30,430.99

According to the City Code, these assessments constitute a Lien on each property. It is recommended that the assessments be confirmed.

COST/FUNDING/ASSESSMENT INFORMATION:
The total assessable amount of $30,430.99 will be fully assessable to the property owners.

ATTACHMENTS:

MAYOR:________________________
COUNCIL ACTION:________________________

FOLLOW-UP:________________________ AGENDA NO.________________________
<table>
<thead>
<tr>
<th>ASSESSMENT NUMBER</th>
<th>OWNER NAME</th>
<th>PARCEL ID /LEGAL DESCRIPTION</th>
<th>PROPERTY ADDRESS</th>
<th>ORIGINAL ASSESSMENT</th>
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<tr>
<td>LCA 1581 71982</td>
<td>MARION, CARL</td>
<td>26 31 16 00432 003 0020</td>
<td>3010 20TH AVE S</td>
<td>184.38</td>
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<tr>
<td></td>
<td>4977 LAKE SPARLING RD</td>
<td>ALLEN-GAY SUB BLK C, LOT 2</td>
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<td></td>
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<tr>
<td></td>
<td>ORLANDO</td>
<td>FL 328103928</td>
<td></td>
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<tr>
<td>LCA 1581 71983</td>
<td>EVANS, DORIS</td>
<td>26 31 16 00432 003 0060</td>
<td>3042 20TH AVE S</td>
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<td>PO BOX 35270</td>
<td>ALLEN-GAY SUB BLK C, LOT 6</td>
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<td>SAINT PETERSBURG</td>
<td>FL 337050505</td>
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<tr>
<td>LCA 1581 71984</td>
<td>HOUSEMART HOLDINGS LLC</td>
<td>26 31 16 00432 003 0150</td>
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<td>10006 WILLIAMS RD</td>
<td>ALLEN-GAY SUB BLK C, LOT 15</td>
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<td></td>
<td>THONOTOSASSA</td>
<td>FL 335923527</td>
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<tr>
<td>LCA 1581 71986</td>
<td>NEMETHY, PETER P</td>
<td>25 31 16 00648 000 0100</td>
<td>940 10TH AVE S</td>
<td>184.38</td>
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<tr>
<td></td>
<td>12650 7TH ST E</td>
<td>ALMA HEIGHTS REV LOT 10</td>
<td></td>
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<td></td>
<td>TREASURE ISLAND</td>
<td>FL 337061004</td>
<td></td>
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<tr>
<td>LCA 1581 71987</td>
<td>958 10TH AVENUE LAND TRUST</td>
<td>25 31 16 00648 000 0130</td>
<td>958 10TH AVE S</td>
<td>184.38</td>
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<tr>
<td></td>
<td>350 GULF BLVD</td>
<td>ALMA HEIGHTS REV LOT 13</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>ST PETERS BEACH</td>
<td>FL 33706</td>
<td></td>
<td></td>
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<tr>
<td>LCA 1581 71988</td>
<td>BURNEY, JIMMY</td>
<td>25 31 16 00648 000 0150</td>
<td>970 10TH AVE S</td>
<td>184.38</td>
</tr>
<tr>
<td></td>
<td>970 10TH AVE S</td>
<td>ALMA HEIGHTS REV LOT 15 AND LOT A OF NORTH ADD TO GLENWOOD HEIGHTS</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>SAINT PETERSBURG</td>
<td>FL 337052113</td>
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<tr>
<td>LCA 1581 71989</td>
<td>SCOTT, LEROY E</td>
<td>36 31 16 01152 000 0130</td>
<td>2703 18TH ST S</td>
<td>184.38</td>
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<td></td>
<td>430 W 32ND ST</td>
<td>ANNHURST LOT 13</td>
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<td></td>
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<td></td>
<td>RIVIERA BEACH</td>
<td>FL 334043722</td>
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<td>ASSESSMENT NUMBER</td>
<td>OWNER NAME / MAILING ADDRESS</td>
<td>PARCEL ID / LEGAL DESCRIPTION</td>
<td>PROPERTY ADDRESS</td>
<td>ORIGINAL ASSESSMENT</td>
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<tr>
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</tr>
<tr>
<td>LCA 1581 71990</td>
<td>WILLIAMS, BRUCE 2053 WINCHESTER BLVD CAMPBELL CA 950083419</td>
<td>36 31 15 01152 000 0202 ANNHURST S 75FT OF N 225FT OF TR B</td>
<td>2740 18TH ST S</td>
<td>224.47</td>
</tr>
<tr>
<td>LCA 1581 71991</td>
<td>ISRA DEVELOPMENT LLC 3501 1ST AVE S SAINT PETERSBURG FL 337111303</td>
<td>17 31 17 04842 003 0011 BAY SHORE REV BLK 3, N 67FT OF LOT 1 &amp; E 15FT OF N 67FT OF LOT 2</td>
<td>840 BAY ST NE</td>
<td>184.38</td>
</tr>
<tr>
<td>LCA 1581 71992</td>
<td>MORGAN STANLEY ABS CAPITAL I I 3476 STATEVIEW BLVD FORT MILL SC 297157203</td>
<td>20 31 16 06030 001 0100 BEAR CREEK ESTATES BLK 1, LOT 10</td>
<td>6024 5TH AVE S</td>
<td>184.38</td>
</tr>
<tr>
<td>LCA 1581 71993</td>
<td>HOPSON, SAMUEL N 731 E GUM ST EVANSVILLE IN 477132346</td>
<td>21 31 16 07182 002 0080 BELLCREST HEIGHTS BLK 2, LOT 8</td>
<td>5055 2ND AVE S</td>
<td>184.38</td>
</tr>
<tr>
<td>LCA 1581 71994</td>
<td>COHELEY, CHRISTOPHER 301 20TH AVE S SAINT PETERSBURG FL 337052763</td>
<td>31 31 17 08802 002 0040 BIG BAYOU SUB, FLORENCE GOLDIES REV BLK 2, W 40FT OF LOT 4 &amp; E 35FT OF 5 &amp; LOTS A AND B</td>
<td>627 35TH AVE S</td>
<td>184.38</td>
</tr>
<tr>
<td>LCA 1581 71995</td>
<td>TOKYO BAY RESTAURANT CORP 1163 DR MARTIN LUTHER KING JR SAINT PETERSBURG FL 337011515</td>
<td>18 31 17 09504 000 0010 BOBBIT'S SUB LOTS 1 &amp; 2</td>
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### City of St. Petersburg

**Special Assessments Division**

**FINAL ASSESSMENT ROLL**

9-21-2017

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TOTAL NUMBER OF ASSESSMENTS: 157

TOTAL ASSESSMENT AMOUNT: 30,430.99
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A RESOLUTION CONFIRMING AND APPROVING PRELIMINARY ASSESSMENT ROLLS FOR LOT CLEARING NO. 1581 AS LIENS AGAINST THE RESPECTIVE REAL PROPERTY ON WHICH THE COSTS WERE INCURRED; PROVIDING THAT SAID LIENS HAVE A PRIORITY AS ESTABLISHED BY CITY CODE SECTION 16.40.060.4.4; PROVIDING FOR AN INTEREST RATE ON UNPAID BALANCES; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AND RECORD NOTICE(S) OF LIEN(S) IN THE PUBLIC RECORDS OF THE COUNTY; SUPERSEDING RESOLUTION 2017-554; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, preliminary assessment rolls for Lot Clearing No. 1581 have been submitted by the Mayor to the City Council pursuant to St. Petersburg Code Section 16.40.060.4.4; and

WHEREAS, notice of the public hearing was duly published in accordance with St. Petersburg City Code Section 16.40.060.4.4; and

WHEREAS, City Council did meet at the time and place specified in the notice and heard any and all complaints that any person affected by said proposed assessments wished to offer; and

WHEREAS, City Council has corrected any and all mistakes or errors appearing on said preliminary assessment rolls.

NOW, THEREFORE, BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that this Council confirms the preliminary assessment rolls for Lot Clearing No. 1581 as liens against the respective real property on which the costs were incurred and that pursuant to Section 16.40.060.4.4 of the St. Petersburg City Code said liens shall be superior in dignity to all other liens except taxes.

BE IT FURTHER RESOLVED that the principal amount of all assessment liens levied and assessed herein shall bear interest at the rate of 12% per annum from the date of this resolution.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute and record notice(s) of the lien(s) provided for herein in the public records of the County.

BE IT FURTHER RESOLVED that this resolution supersedes Resolution No. 2017-554.

This resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

City Attorney (Designee)

00340827
SAINT PETERSBURG CITY COUNCIL
Meeting of November 20, 2017

TO: The Honorable Darden Rice, Chair, and Members of City Council

SUBJECT: Ordinance approving a vacation of 2nd Street North between 99th Avenue North and Gandy Boulevard (City File No.: 17-33000016)

RECOMMENDATION: The Administration and the Development Review Commission recommend APPROVAL.

RECOMMENDED CITY COUNCIL ACTION:
1) Conduct the second reading and public hearing; and
2) Approve the proposed ordinance.

The Request: The request is to vacate 2nd Street North between 99th Avenue North and Gandy Boulevard.

Discussion: As set forth in the attached report provided to the Development Review Commission (DRC), Staff finds that vacating the subject right-of-ways would be consistent with the criteria in the City Code, the Comprehensive Plan, and the applicable special area plan.

Agency Review: City Departments and private utility providers did indicate the presence of facilities in the right-of-way to be vacated. A condition of approval has been added to address those concerns.

Public Comments: Three calls were received from recipients of the mailed notice, none indicated a concern with vacating this portion of 2nd Avenue North, though one noted he would have a longer drive home. Calls and emails were received from the President of the Riviera Bay Civic Association. At the public hearing, one citizen spoke in opposition indicating that she uses this portion of 2nd Street to access Gandy. Rich Perfidio of the Riviera Bay Civic Association also spoke and had questions on the application, no opinion was expressed. In advance of this report, no additional comments or concerns were expressed to the author.

DRC Action: On October 4, 2017, the Development Review Commission (DRC) held a public hearing on the subject application. After the public hearing, the DRC voted 7-0 to recommend approval of the proposed right-of-way vacation.

RECOMMENDATION: The Administration recommends APPROVAL of the street right-of-way vacation, subject to the following conditions:
1. Prior to recording of the vacation ordinance, the applicant(s) shall address the location of public and private utilities and services by providing a public utility easement covering the entire area to be vacated, providing a private utility easement, or relocating City and private utilities at the applicant's expense. In either case a written letter of no objection from the utility providers is required stating that the easement is sufficient for their interest, or that the facilities have been relocated.

2. Prior to recording the vacation ordinance, the applicant shall record the plat of Gandy Boulevard Self Storage, approved by City Council on September 7, 2017.

3. The parcel to the east of the right-of-way to be vacated, 10075 Gandy Boulevard North; 19-30-17-00000-120-0200, along with the vacated right-of-way shall be platted. If Gandy Boulevard Self Storage plat is not recorded before it expires, this land shall also be re-platted along with the parcel to the west and the vacated right-of-way.

4. As required City Code Section 16.70.050.1.1 F, approval of right-of-way vacations requiring replat shall lapse unless a final plat based thereon is recorded in the public records within 24 months from the date of such approval or unless an extension of time is granted by the Development Review Commission or, if appealed, City Council prior to the expiration thereof. Each extension shall be for a period of time not to exceed one (1) year. A completed application for Extension of Approval shall be submitted prior to the deadline for the DRC hearing prior to the expiration date.

Attachments:  A—Parcel Map, B—Aerial Map, Ordinance with Attachment “A”—Sketch and Description, DRC Staff Report
AN ORDINANCE APPROVING A VACATION OF 2ND STREET NORTH BETWEEN 99TH AVENUE NORTH AND GANDY BOULEVARD; SETTING FORTH CONDITIONS FOR THE VACATION TO BECOME EFFECTIVE; AND PROVIDING FOR AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

Section 1. The following right-of-way is hereby vacated as recommended by the Administration and the Development Review Commission on October 4, 2017 (City File No. 17-33000016):

Legal Description: See Sketch and Description attached as Exhibit “A” – One page, incorporated as if fully stated herein.

Section 2. The above-mentioned right-of-way is not needed for public use or travel.

Section 3. The vacation is subject to and conditional upon the following:

1. Prior to recording of the vacation ordinance, the applicant(s) shall address the location of public and private utilities and services by providing a public utility easement covering the entire area to be vacated, providing a private utility easement, or relocating City and private utilities at the applicant’s expense. In either case a written letter of no objection from the utility providers is required stating that the easement is sufficient for their interest, or that the facilities have been relocated.

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Section 4. In the event this ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective upon the expiration of the fifth business day after adoption unless the Mayor notifies the City Council through written notice filed with the City Clerk that the Mayor will not veto the ordinance, in which case the ordinance shall become effective immediately upon filing such written notice with the City Clerk. In the event this ordinance is vetoed by the Mayor in accordance with the City Charter, it shall not become effective unless and until the City Council overrides the veto in accordance with the City Charter, in which case it shall become effective immediately upon a successful vote to override the veto.

LEGAL:

[Signature]

PLANNING & ECONOMIC DEVELOPMENT DEPARTMENT:

[Signature]
LEGAL DESCRIPTION:

A PARCEL OF LAND BEING A PORTION OF 2ND STREET NORTH (NORTH 3RD STREET AS DEPICTED IN PLAT BOOK 7, PAGE 25, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA) LYING SOUTH OF GANDY BRIDGE BOULEVARD (100 FOOT RIGHT—OF—WAY WIDTH), EAST OF BLOCKS 10 AND 11, BRIDGEVIEW, AS RECORDED IN PLAT BOOK 7, PAGE 25, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, IN SECTION 19, TOWNSHIP 30 SOUTH, RANGE 17 EAST, PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1, OF SAID BLOCK 10, BRIDGEVIEW, THENCE S0D°22'10"E, ALONG THE EAST LINE OF SAID BLOCKS 10 AND 11, AND THE WEST RIGHT—OF—WAY LINE OF SAID 2ND STREET NORTH, A DISTANCE OF 612.38 FEET TO THE SOUTHEAST CORNER OF LOT 18, BLOCK 11 AND THE NORTH RIGHT—OF—WAY LINE OF 99TH AVENUE NORTH; THENCE, DEPARTING SAID EAST LINE, N89°37'50"E, A DISTANCE OF 30.00 FEET TO THE EAST RIGHT—OF—WAY LINE OF SAID 2ND STREET NORTH; THENCE, N00°22'10"W, ALONG SAID EAST RIGHT—OF—WAY LINE, A DISTANCE OF 632.62 FEET TO THE SOUTH RIGHT—OF—WAY LINE OF GANDY BRIDGE BOULEVARD AND A POINT ON THE ARC OF A NON—TANGENT CURVE; THENCE 36.19 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1,382.40 FEET AND CENTRAL ANGLE OF 13°30'00" (CHORD BEARING S55°37'21"W, A DISTANCE OF 36.19 FEET) TO THE POINT OF BEGINNING.

CONTAINING 18,678 SQUARE FEET OR 0.429 ACRES, MORE OR LESS.

SURVEY REPORT:
1. UNLESS DIGITALLY SIGNED AND SEALED, THIS SKETCH OF DESCRIPTION AND/OR REPORT OR THE COPIES HEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL Raised SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES ARE PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION WAS MADE UNDER MY DIRECTION AND MEETS THE STANDARDS OF PRACTICE REQUIREMENTS OF CHAPTER 5J—7 OF THE FLORIDA ADMINISTRATIVE CODE.

Digitally signed by Henry Kilburn
Date: 2017.09.29 16:32:16-04'00"

HENRY A. KILBURN, PSM
License Number: LS—6661
Date Signed:
VACATION OF RIGHT-OF-WAY
PUBLIC HEARING

According to Planning & Economic Development Department records, no Commission member resides or has a place of business within 2,000 feet of the subject property. All other possible conflicts should be declared upon the announcement of the item.

REPORT TO THE DEVELOPMENT REVIEW COMMISSION FROM DEVELOPMENT REVIEW SERVICES DIVISION, PLANNING & ECONOMIC DEVELOPMENT DEPARTMENT, for Public Hearing and Executive Action on October 4, 2017, at 2:00 P.M. in Council Chambers, City Hall, 175 Fifth Street North, St. Petersburg, Florida.

CASE NO.: 17-33000016

REQUEST: Approval of a Vacation of 2nd Street North between 99th Avenue North and Gandy Boulevard.

OWNER: International House Tampa Bay
1540 International Parkway #20
Lake Mary, Florida 32746-5096

Gandy Storage LLC
1213 Lady Street, 3rd Floor
Columbia, South Carolina 29201-3283

AGENT: Jonathan J. Gotwald
George F. Young, Inc.
299 Dr. Martin Luther King Jr. Street North
Saint Petersburg, Florida 33701

ADDRESSES AND PARCEL ID NOS.: None; 18-30-17-11322-010-0010
201 99th Avenue North; 18-30-17-11322-011-0010
10075 Gandy Boulevard North; 19-30-17-00000-120-0200
10035 Gandy Boulevard North; 18-30-17-1322-010-0030
2nd Street North; 18-30-17-11322-010-0090
10000 4th Street North; 19-30-17-59225-000-0010

LEGAL DESCRIPTION: On File
DISCUSSION AND RECOMMENDATION:

Request: The request is to vacate 2nd Street North between 99th Avenue North and Gandy Boulevard.

The area of the right-of-way proposed for vacation is depicted on the attached maps (Attachments A and B) and Sketch and Description (Exhibit "A"). The applicant's goal is to consolidate the vacated right-of-way with the parcel to the east for redevelopment. The vacated right-of-way would likely be allocated by the Pinellas County Property Appraiser to the parcel to the west; the owner of the eastern parcel proposes to enter into an agreement to purchase this portion of vacated right-of-way from the owner to the west.

Background: The substandard unpaved 30-foot right-of-way proposed for vacation (50-foot would be required for a local street) was platted in the Bridgeview subdivision which is to the west of 2nd Avenue North.

The triangular property to the west of the subject right-of-way (from 99th Avenue North to Gandy) has an approved plat (Gandy Boulevard Self Storage) to create one lot and is zoned Corridor Commercial Suburban (CCS-1). 100th Avenue North between Gandy Boulevard and 2nd Street North, which intersects 2nd Avenue North, was vacated by Ordinance 688-V in 1994 OR Book 8545, Page 1371. One of the conditions of this 1994 vacation was a replat of all of the land abutting 100th Avenue North. This condition was not met, and therefore a new Vacation Ordinance 1094-V was approved in 2017 for the remainder of 100th Avenue North, tied to the requirement to replat (Gandy Boulevard Self Storage).

The property to the east of the right-of-way proposed for vacation is un-platted land and therefore there is no platted right-of-way associated with this parcel. The parcel to the east of the right-of-way proposed for vacation is zoned Neighborhood Suburban Multifamily (NSM-1).

Analysis: Staff's review of a vacation application is guided by:

A. The City's Land Development Regulations (LDR's);
B. The City's Comprehensive Plan; and
C. Any adopted neighborhood or special area plans.

Applicants bear the burden of demonstrating compliance with the applicable criteria for vacation of public right-of-way. In this case, the material submitted by the applicant (Attachment C) does provide background or analysis supporting a conclusion that vacating the subject right-of-way would be consistent with the criteria in the City Code, the Comprehensive Plan, or any applicable special area plan.

A. Land Development Regulations
Section 16.40.140.2.1E of the LDR's contains the criteria for reviewing proposed vacations. The criteria are provided below in italics, followed by itemized findings by Staff.
1. **Easements for public utilities including stormwater drainage and pedestrian easements may be retained or required to be dedicated as requested by the various departments or utility companies.**

   The application was routed to the standard list of City Departments and private utility providers. City Engineering and Water Resources indicated that they have facilities within the right-of-way proposed for vacation. In addition Bright House Networks, TECO/Peoples Gas, WOW!, Duke Energy Florida and Level 3 Communications indicated that they have facilities within this right-of-way. An associated Special Condition of approval has been added to address these concerns.

2. **The vacation shall not cause a substantial detrimental effect upon or substantially impair or deny access to any lot of record as shown from the testimony and evidence at the public hearing.**

   As noted in the introduction the property to the east has been consolidated into one lot by a replat. This lot to the west has access from 99th Avenue North and from Gandy Boulevard. The lot to the east may be able to have access from 99th Avenue North and has access from Gandy Boulevard. The vacation of this portion of 2nd Street North would not deny access to any lot of record.

3. **The vacation shall not adversely impact the existing roadway network, such as to create dead-end rights-of-way, substantially alter utilized travel patterns, or undermine the integrity of historic plats of designated historic landmarks or neighborhoods.**

   The vacation of this unimproved portion of 2nd Avenue North will not adversely impact the existing roadway network, will not create a dead-end right-of-way, or substantially alter utilized travel patterns. This is not a designated historic neighborhood.

4. **The easement is not needed for the purpose for which the City has a legal interest and, for rights-of-way, there is no present or future need for the right-of-way for public vehicular or pedestrian access, or for public utility corridors.**

   The City has indicated the presence of utilities within the 2nd Avenue North right-of-way proposed for vacation as have private utility providers. An associated Special Condition of approval has been added to address this requirement.

5. **The POD, Development Review Commission, and City Council shall also consider any other factors affecting the public health, safety, or welfare.**

   No other factors have been raised for consideration.

**B. Comprehensive Plan**

There are no policies in the City's Comprehensive Plan which apply to this request.

**C. Adopted Neighborhood or Special Area Plans**

There are no neighborhood or special area plans which affect vacation of right-of-way in this area of the City.
Comments from Agencies and the Public: Three calls were received from recipients of the mailed notice, none indicated a concern with vacating this portion of 2nd Avenue North, though one noted he would have a longer drive home. Calls and emails were received from the President of the Riviera Bay Civic Association. As of the writing of the report, staff is not aware of the Civic Associations view on the vacation of right-of-way application.

As noted above, City Departments and private utility providers did indicate the presence of facilities in the right-o-way to be vacated.

RECOMMENDATION. Staff recommends APPROVAL of the proposed street right-of-way vacation. If the DRC is inclined to support the vacation, Staff recommends the following special conditions of approval:

1. Prior to recording of the vacation ordinance, the applicant(s) shall address the location of public and private utilities and services by providing a public utility easement covering the entire area to be vacated, providing a private utility easement, or relocating City and private utilities at the applicant's expense. In either case a written letter of no objection from the utility providers is required stating that the easement is sufficient for their interest, or that the facilities have been relocated.

2. Prior to recording the vacation ordinance, the applicant shall record the plat of Gandy Boulevard Self Storage, approved by City Council on September 7, 2017.

3. The parcel to the east of the right-of-way to be vacated, 10075 Gandy Boulevard North; 19-30-17-00000-120-0200, along with the vacated right-of-way shall be platted. If Gandy Boulevard Self Storage plat is not recorded before it expires, this land shall also be re-platted along with the parcel to the west and the vacated right-of-way.

4. As required City Code Section 16.70.050.1.1 F, approval of right-of-way vacations requiring replat shall lapse unless a final plat based thereon is recorded in the public records within 24 months from the date of such approval or unless an extension of time is granted by the Development Review Commission or, if appealed, City Council prior to the expiration thereof. Each extension shall be for a period of time not to exceed one (1) year. A completed application for Extension of Approval shall be submitted prior to the deadline for the DRC hearing prior to the expiration date.

REPORT PREPARED BY:

KATHRYN A. YOUNKIN, AICP, LEED AP BD+C, Deputy Zoning Official
Development Review Services Division
Planning & Economic Development Department

DATE: 9/27/17
REPORT APPROVED BY:

[Signature]

ELIZABETH ABERNETHY, AICP, Zoning Official (POD)
Planning and Economic Development
Development Review Services Division

DATE
9-27-17

Attachment B
City of St. Petersburg, Florida
Planning and Economic Development Department
Case No.: 17-330000016
Address: 10000 4th Street North and 0 Gandy Boulevard
August 15, 2017

Dear Ms. Abernethy,

GFY is in the process of developing the property directly east of the subject portion of 2nd Street N, parcel ID # 19-30-17-00000-120-0200. Our property shares a common entrance onto Gandy Boulevard to the north and 99th Avenue N to the south. We have met with FDOT for a due diligence review and received their concurrence that the vacation of 2nd Street N. would benefit the traffic patterns onto Gandy Boulevard. There are five parcels with western frontage on the subject portion of 2nd street. Those five parcels have the following parcel ID #s: 18-30-17-11322-010-0010, 0030, 0090; 19-30-17-59225-000-0010; 18-30-17-11322-011-0010. There is a single owner for all five parcels and that owner has signed the application for the vacation.

Additionally, we believe all factors for consideration in the Land Development Regulations section 16.40.140.2.1 have been addressed:
E.1 - There limited amount of utilities within the 2nd Street Right of Way. Those utilities solely serve the owners who have signed the vacation application.
E.2 – All lots with frontage along 2nd Street have signed the vacation application. No other lot is substantially affected or denied access.
E.3 – It is our belief that the vacation of 2nd Street will enhance the existing roadway network. We have met with FDOT to gain their concurrence in regards to Gandy Boulevard.
E.4 – There are no apparent legal interests that the City would have along this portion of 2nd St. The north end of 2nd street ends onto an on-ramp of Gandy Boulevard. The vacation of 2nd will serve to deter vehicles from using this path as a ‘short cut’ to Gandy and interrupting the normal flow of vehicles travelling the on-ramp. Pedestrian access is very limited along this portion of 2nd and the road is not an existing public utility corridor.
E.1 – We respect the Development Review Commission and the City Council’s right to review this application fully for any factors affecting public health, safety and welfare and will comply in any manner possible.

Sincerely,

GEORGE F. YOUNG, INC.

Patrick M. Gessleman, PE, LEED ND
Project Manager
MEMORANDUM
CITY OF ST. PETERSBURG
ENGINEERING DEPARTMENT

TO: Pamela Jones, Development Services
FROM: Nancy Davis, Engineering Plan Review Supervisor
DATE: September 1, 2017
SUBJECT: Right of Way - Vacation
FILE: 17-33000016

LOCATION AND PIN: None; 18-30-17-11322-010-0010
201 99th Avenue North; 18-30-17-11322-011-0010
10075 Gandy Boulevard North; 19-30-17-00000-120-0200
10035 Gandy Boulevard North; 18-30-17-1322-010-0030
2nd Street North; 18-30-17-11322-010-0090
10000 4th Street North; 19-30-17-59225-000-0010

ATLAS: E-52
PROJECT: Right of Way - Vacation
REQUEST: Approval of a Vacation of 2nd Street North between 99th Avenue North and Gandy Boulevard.

COMMENTS: The Engineering Department has no objection to the vacation request provided the following item is included as a condition of approval:

1. City utility maps indicate that the right of way to be vacated contains a City owned 8" public sanitary sewer and a 12" public reclaimed water main. All existing utilities must be field located and adequate public utility easement must be dedicated centered over the existing utilities. The east and west boundary of the required easement should be set based on centering a 20-foot wide easement over each utility.

2. City Utility maps indicate that a 6" private force main parallels the western boundary of 2nd St, north of 99th Ave N. City records indicate that this is a privately owned and maintained facility which services Sienna Bay Gardens Condominium located at 10501 3rd St N (parcel 18/30/17/11342/002/0010). The Engineer of Record for the adjacent Gandy Self Storage site previously indicated that the location of the 6" private force main was picked up at the time of the utility survey and that the force main is located under the west edge of 2nd St N. The applicant's Engineer of Record must field verify the force main location and City Engineering further recommends that a private easement be coordinated between the property owners to document the legal right for maintenance of the force main to continue in this location to the benefit of the force main owner. The applicant shall be responsible to coordinate any impacts to the force main due to construction on this site with the utility owner.

NED/MJR/meh
pc: Kelly Donnelly
Easement Vacation File 2017
Reading File
Correspondence File
AN ORDINANCE VACATING 100TH AVENUE NORTH BETWEEN THE GANDY FRONTOGE ROAD (EASTBOUND GANDY BOULEVARD) AND 2ND STREET NORTH; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

SECTION 1. 100th Avenue North between the Gandy Frontage Road (eastbound Gandy Boulevard) and 2nd Street North is hereby vacated as recommended by the Environmental Development Commission and the Administration.

SECTION 2. The above-mentioned right-of-way is not needed for public travel.

SECTION 3. This vacation is subject to and conditional upon the following:

1. The vacated right-of-way along with Lots 6-9, Block 10, and Lots 1-7, Block 11, Bridgeview, shall be replatted.

2. The southern 30-foot portion of vacated 100th Avenue North right-of-way shall be retained as a utility easement and any utilities located in the northern 30 feet of right-of-way shall be relocated at the applicant's expense.

SECTION 4. This Ordinance shall become effective immediately upon its adoption.

Passed by St. Petersburg City Council on first reading on the 16th day of December, 1993.

Passed by St. Petersburg City Council on second and final reading on the 5th day of January, 1995.

ATTEST: 

Title Published: Times 1-t 12/20/93
(V-577)
SAINT PETERSBURG CITY COUNCIL

Meeting of November 20, 2017

TO: The Honorable Darden Rice, Chair, and Members of City Council

SUBJECT: Approval of an ordinance restating the approval of an action of Plaza Comercio in order to correct a scrivener’s error; superseding and replacing Ordinance 1057-V; memorializing the proper vacation of an 80 foot wide unimproved right-of-way of Plaza Comercio through a corrected and accurate sketch, said area of vacation situated north of Savona Drive and east of San Merino Boulevard Northeast. (City File No.: 13-33000016)

RECOMMENDATION: The Administration and the Development Review Commission recommend APPROVAL.

RECOMMENDED CITY COUNCIL ACTION:
1) Conduct the second reading and public hearing; and
2) Approve the proposed ordinance.

The Request: The request is to vacate a portion of Plaza Comercio, an 80 foot wide unimproved right-of-way, situated north of Savona Drive and east of San Merino Boulevard Northeast.

This right-of-way was originally vacated in 2007, however, the approval lapsed after the required replat was not completed within the maximum period of time permitted by the City Code.

In February of 2014 the Development Review Commission recommended approval to City Council and in March of 2014 City Council approved the subject vacation (Ordinance 1057-V). That approval has been extended and the case is still active. The applicant’s goal is to consolidate the property for development of townhouses.

The vacation as requested in the 2014 Ordinance (1057-V) had an incorrect Sketch and Description attached to the Ordinance, and actually vacated a small triangular portion of San Merino Boulevard, which was not the intent. This request will supersede the previous Ordinance (1057-V) and has a corrected Sketch and Description.

Discussion: As set forth in the attached report provided to the Development Review Commission (DRC) and the brief for the 2014 City Council approval, Staff finds that vacating the
subject right-of-ways would be consistent with the criteria in the City Code, the Comprehensive Plan, and the applicable special area plan.

Agency Review: The application was routed to City departments and outside utility providers. No objections were noted.

Public Comments: The applicant provided the required public notices. In advance of this report, no additional comments or concerns were expressed to the author regarding the vacation of right-of-way.

DRC Action: On February 5, 2014, the Development Review Commission (DRC) held a public hearing on the subject application. No person spoke in opposition to the request. After the public hearing, the DRC voted to recommend approval of the proposed vacation.

RECOMMENDATION: The Administration recommends APPROVAL of the street vacation, subject to the following conditions:

1. The applicant shall pay any outstanding assessments on the property prior to the City Clerk recording the vacation ordinance.

2. Prior to the City Clerk recording this ordinance correcting the area of vacation, the applicant shall obtain City Council approval of a final replat for the vacated public right-of-way together with the abutting private property to the north and south.

Attachments: Parcel Map, Aerial Map, Ordinance with Exhibit “A” Sketch and Legal Description, Brief from previous Approval March 20, 2014, DRC Staff Report
WHEREAS, on March 20, 2014, the City of St. Petersburg ("City") City Council approved Ordinance 1057-V, vacating a portion of the eighty (80) foot wide unimproved right-of-way of Plaza Comercio; and

WHEREAS, the City planning and economic development staff has determined that the sketch and description attached to and incorporated in Ordinance 1057-V contained a scrivener's error; and

WHEREAS, the erroneous sketch and description attached to and incorporated in Ordinance 1057-V could be interpreted to grant excess, improper and unintended portions of public right-of-way to the applicant or a third party; and

WHEREAS, this Amended Ordinance references a correct Sketch and Description; and

WHEREAS, it is therefore the intent of the City to declare the sketch and description attached to Ordinance 1057-V to be considered null and void; and

WHEREAS, it is the further intent of the City to replace Ordinance 1057-V with this Amended Ordinance, this Amended Ordinance superceding Ordinance 1057-V and eliminating all legal force and effect of Ordinance 1057-V with regard to the area to be vacated.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

Section 1. Ordinance 1057-V, adopted by the City Council of St. Petersburg, Florida, on March 20, 2014, is hereby superceded and replaced by this Ordinance, eliminating all legal force and effect of Ordinance 1057-V.

Section 2. The following right-of-way is hereby vacated as recommended by the Administration and the Development Review Commission on February 5, 2014 (City File No. 13-33000016):

Legal Description: See sketch attached as Exhibit "A" – one page, incorporated as if fully stated herein.
Section 3. The above-mentioned right-of-way is not needed for public use or travel.

Section 4. The vacation is subject to and conditional upon the following:

1. The applicant shall pay any outstanding assessments on the property prior to the City Clerk recording the vacation ordinance.

2. Prior to the City Clerk recording this ordinance correcting the area of vacation, the applicant shall obtain City Council approval of a final replat for the vacated public right-of-way together with the abutting private property to the north and south.

Section 5. In the event this ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective upon the expiration of the fifth business day after adoption unless the Mayor notifies the City Council through written notice filed with the City Clerk that the Mayor will not veto the ordinance, in which case the ordinance shall become effective immediately upon filing such written notice with the City Clerk. In the event this ordinance is vetoed by the Mayor in accordance with the City Charter, it shall not become effective unless and until the City Council overrides the veto in accordance with the City Charter, in which case it shall become effective immediately upon a successful vote to override the veto.
SECTION 17, TOWNSHIP 30 SOUTH, RANGE 17 EAST

LEGAL DESCRIPTION AND SKETCH
PORTION OF PLAZA COMERCIO RIGHT-OF-WAY TO BE VACATED

THAT PORTION OF AN 80 FOOT WIDE RIGHT-OF-WAY KNOWN AS PLAZA COMERCIO LYING SOUTH OF AND COINCIDENT WITH THE SOUTHERLY LINE OF LOTS 28, 29, 30 AND 31, BLOCK 3, ACCORDING TO THE PLAT OF SECTION "D" FLORIDA RIVIERA PLAT NO. 5 AS REVISED BY REPLAT OF BLOCKS 7, 3 AND 9, ACCORDING TO THE PLAT THEREOF AS Recorded in Plat Book 17, Page 37 of the Public Records of Pinellas County, Florida, being more particularly described as follows:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 31, BLOCK 3 AS A POINT OF BEGINNING; THENCE RUN N.72° 44'00"E. 285.51 FEET ALONG THE SOUTHERLY LINE OF SAID LOTS 28 THROUGH 31 AND ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF SAID PLAZA COMERCIO TO THE SOUTHEAST CORNER OF SAID LOT 28, BLOCK 3; THENCE RUN S.12°54'11"E. 78.91 FEET TO THE NORTHEAST CORNER OF BLOCK 31 OF SAID PLAT; THENCE RUN S.72°44'00"W. ALONG THE NORTH LINE OF SAID BLOCK 31 AND THE SOUTH RIGHT-OF-WAY LINE OF SAID PLAZA COMERCIO 279.77 FEET; THENCE RUN N.17°04'34"W. A DISTANCE OF 78.68 FEET TO THE AFOREMENTIONED SOUTHWEST CORNER OF 31 AND THE POINT OF BEGINNING.

CONTAINING 0.510 ACRES (22,238 SQUARE FEET), MORE OR LESS.

NOTE: THIS LEGAL DESCRIPTION AND SKETCH IS BASED ON FIELD GEOMETRY

FOR: WILL ANDERSON

This Legal Description and Sketch was prepared under the benefit of a title search and is subject to all easements, liens, and other matters of record.

NOTE: Legal Description and Sketch not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

Prepared by:

JOHN C. BRENDLA & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS AND MAPPERS
4015 82nd Avenue North
Pinellas Park, Florida 33781
phone (727) 576-7546 ~ fax (727) 577-9932

SHEET 1 OF 1
TO: The Honorable Bill Dudley, Chair, and Members of City Council

SUBJECT: Ordinance approving a vacation of Plaza Comercio, an 80 foot wide unimproved right-of-way, situated north of Savona Drive and east of San Merino Boulevard Northeast (City File No.: 13-33000016)

RECOMMENDATION: The Administration and the Development Review Commission recommend APPROVAL.

RECOMMENDED CITY COUNCIL ACTION:
1) Conduct the first reading of the attached proposed ordinance; and
2) Set the second reading and public hearing for March 20, 2014.

Background: The applicants are the owners of the vacant land to the north and south of the right-of-way proposed for vacation. The applicants obtain approval for this request in 2007. However, the approval lapsed after the required replat was not completed within the maximum period of time permitted by the City Code. The applicants have resubmitted a new application for a new approval and intend to complete the associated conditions in a timely manner.

Discussion: The area of the right-of-way proposed for vacation is depicted on the attached maps (Attachments "A" and "B") and surveyor's sketch (Attachment "C"). The applicant's goal is to consolidate the properties along with the vacated right-of-way for redevelopment. As set forth in the attached report to the Development Review Commission (DRC), Staff finds that vacating the subject right-of-way would be consistent with the criteria in the City Code, subject to the suggested special conditions.

Agency Review & Public Comments: The application was routed to City departments and outside utility providers. No objections were noted. The applicant provided the required public notices.
DRC Action/Public Comments: On February 5, 2014, the Development Review Commission (DRC) held a public hearing on the subject application. No person spoke in opposition to the request. After the public hearing, the DRC voted to recommend approval of the proposed vacation. In advance of this report, no additional comments or concerns were expressed to the author.

RECOMMENDATION:

The Administration recommends APPROVAL of the street vacation, subject to the following conditions:

1. The applicant shall pay any outstanding assessments on the property prior to the City Clerk recording the vacation ordinance.

2. Prior to the City Clerk recording the vacation ordinance, the applicant shall obtain City Council approval of a final replat for the vacated public right-of-way together with the abutting private property to the north and south.
VACATION OF RIGHT-OF-WAY
PUBLIC HEARING

According to Planning & Economic Development Department records, no Commission member resides or has a place of business within 2,000 feet of the subject property. All other possible conflicts should be declared upon the announcement of the item.

REPORT TO THE DEVELOPMENT REVIEW COMMISSION FROM DEVELOPMENT REVIEW SERVICES DIVISION, PLANNING & ECONOMIC DEVELOPMENT DEPARTMENT, for Public Hearing and Executive Action on February 5, 2013 at 2:00 P.M. in Council Chambers, City Hall, 175 Fifth Street North, St. Petersburg, Florida.

CASE NO.: 13-33000016
PLAT SHEET: C-54

REQUEST: Approval of a vacation of Plaza Comercio, an 80 foot wide unimproved right-of-way, situated north of Savona Drive and east of San Merino Boulevard Northeast.

APPLICANTS:
William & Mary Anderson
461 Riviera Bay Drive Northeast
Saint Petersburg, Florida 33702-2705

QS Investments, Inc.
3012 44th Avenue North
Saint Petersburg, Florida 33714-3808

ADDRESS:
Northeast of Savona Drive and San Merino Boulevard Northeast
PARCEL ID NO.: 17/30/17/28566/003/0280; 17/30/17/28566/003/0300; 17/30/17/28566/003/0310; 17/30/17/28566/031/0000

LEGAL DESCRIPTION: On File
ZONING: NPUD-1, NSM-1

Request – The applicant seeks to vacate Plaza Comercio, an unimproved 80 foot wide right-of-way lying between San Merino Boulevard Northeast and Snug Harbor Road Northeast. The area of the right-of-way proposed for vacation is depicted on the attached maps (Attachments "A" and "B") and surveyor's sketch (Attachment "C"). The applicant's goal is to consolidate the properties along with the vacated right-of-way for redevelopment.
According to Planning & Economic Development Department records, no Commission member resides or has a place of business within 2,000 feet of the subject property. All other possible conflicts should be declared upon the announcement of the item.

REPORT TO THE DEVELOPMENT REVIEW COMMISSION FROM DEVELOPMENT REVIEW SERVICES DIVISION, PLANNING & ECONOMIC DEVELOPMENT DEPARTMENT, for Public Hearing and Executive Action on February 5, 2013 at 2:00 P.M. in Council Chambers, City Hall, 175 Fifth Street North, St. Petersburg, Florida.

CASE NO.: 13-33000016  PLAT SHEET: C-54

REQUEST: Approval of a vacation of Plaza Comercio, an 80 foot wide unimproved right-of-way, situated north of Savona Drive and east of San Merino Boulevard Northeast.

APPLICANTS: William & Mary Anderson
461 Riviera Bay Drive Northeast
Saint Petersburg, Florida 33702-2705

QS Investments, Inc.
3012 44th Avenue North
Saint Petersburg, Florida 33714-3808

ADDRESS: Northeast of Savona Drive and San Merino Boulevard Northeast

PARCEL ID NO.: 17/30/17/28566/003/0280; 17/30/17/28566/003/0300; 17/30/17/28566/003/0310; 17/30/17/28566/031/0000

LEGAL DESCRIPTION: On File

ZONING: NPUD-1, NSM-1

Request – The applicant seeks to vacate Plaza Comercio, an unimproved 80 foot wide right-of-way lying between San Merino Boulevard Northeast and Snug Harbor Road Northeast. The area of the right-of-way proposed for vacation is depicted on the attached maps (Attachments "A" and "B") and surveyor's sketch (Attachment "C"). The applicant's goal is to consolidate the properties along with the vacated right-of-way for redevelopment.
Analysis – Staff's review of a vacation application is guided by the City's Land Development Regulations (LDR's), the City's Comprehensive Plan and any adopted neighborhood or special area plans. In this case, Staff finds that vacating the subject easement can be supported, subject to specific conditions described at the end of this report.

A. Land Development Regulations
Section 16.40.140.2.1E of the LDR's contains the criteria for reviewing proposed vacations. The criteria are provided below in italics, followed by itemized findings by Staff.

1. Easements for public utilities including stormwater drainage and pedestrian easements may be retained or required to be dedicated as requested by the various departments or utility companies.

There are no records of existing utility lines or infrastructure within the area of the proposed vacation. No easements have been requested by City departments or non-City utility providers.

2. The vacation shall not cause a substantial detrimental effect upon or substantially impair or deny access to any lot of record as shown from the testimony and evidence at the public hearing.

The applicant owns all of the land on both sides of the right-of-way. Vacation of this unimproved right-of-way will not have a detrimental effect upon access to any other lot of record. If approved, the vacation will allow for land assembly which will facilitate development of the existing vacant land to the north and south.

3. The vacation shall not adversely impact the existing roadway network, such as to create dead-end rights-of-way, substantially alter utilized travel patterns, or undermine the integrity of historic plats of designated historic landmarks or neighborhoods.

Vacation will not alter or impact the existing network of paved streets or alter current public travel patterns.

4. The easement is not needed for the purpose for which the City has a legal interest and, for rights-of-way, there is no present or future need for the right-of-way for public vehicular or pedestrian access, or for public utility corridors.

The City's legal interest in the subject right-of-way is to accommodate a public street and any associated utilities that may be necessary to serve nearby development. The right-of-way has never been utilized for those purposes and is not planned for such use in the future.

5. The POD, Development Review Commission, and City Council shall also consider any other factors affecting the public health, safety, or welfare.

The far northeastern part of the City, was platted prior to 1950 but was not developed until much later under county regulations and without the benefit of long-term planning. Uses typically found throughout this area include mobile home parks, boat yards, marinas, industrial activities, strip commercial uses, and scattered residential subdivisions. Redevelopment of this area has been handicapped by an irregular street pattern in the area including a number of unimproved rights-of-way, awkward intersections and irregularly-shaped lots. Given the limited land resources available within the City, it is in the public interest improve the development potential
of land if there is no adverse public impact. In this case, the City can, by vacation of an unimproved and unnecessary right-of-way, help the applicant to consolidate lands and the right-of-way to create a more efficient and beneficial development site.

B. Comprehensive Plan
Transportation Element Policy T2.4: The City should preserve the historical grid street pattern, including alleys, and shall not vacate public right-of-way until it is determined that the right-of-way is not required for present or future public use.

This policy language in the Comprehensive Plan requires consideration of both current and future public use when determining whether vacation is appropriate. As noted earlier in this report, the subject right-of-way is not improved, contains no utilities, is not used by the public and is not planned for improvements in the future.

C. Adopted Neighborhood or Special Area Plans
There are no adopted neighborhood or special area plans which address vacation of this particular right-of-way.

Comments from Agencies and the Public
No requests for easements have been received from City departments or non-City utilities. No other public comments have been received as of the date of this report.

RECOMMENDATION:

Staff recommends APPROVAL of the proposed vacation, subject to the following condition.

1. The applicant shall pay any outstanding assessments on the property prior to scheduling of the application for City Council consideration.

2. Prior to the City Clerk recording the vacation ordinance, the applicant shall obtain City Council approval of a final replat for the vacated public right-of-way together with the abutting private property to the north and south.

REPORT PREPARED BY:

PHILIP T. LAZZARA, AICP, Zoning Official (POD)
Development Review Services Division
Planning & Economic Development Department

01.29.2014
TO: The Honorable Darden Rice, Chair, and Members of City Council

SUBJECT: Ordinance approving a vacation of an eight (8) foot by seventy-one (71) foot portion of Elm Street Northeast located immediately adjacent to the east of Lot 1, Snell & Hamlett's North Shore Addition Revised Replat Block 68, extending north from the east/west alley in the block. (City File No.: 17-33000015)

RECOMMENDATION: The Administration and the Development Review Commission recommend APPROVAL.

RECOMMENDED CITY COUNCIL ACTION:
1) Conduct the second reading and public hearing; and
2) Approve the proposed ordinance.

The Request: The request is to vacate an eight (8) foot by seventy-one (71) foot portion of Elm Street Northeast located immediately adjacent to the east of Lot 1, Snell & Hamlett's North Shore Addition Revised Replat Block 68, extending north from the east/west alley in the block.

Background: In 1987 the Board of Adjustment granted a variance to allow a pool at zero (0'-0") setback, with the stipulation that a minor easement would be required. In 1987 the owner of the property was granted a minor easement to allow the construction of a concrete deck and to allow an existing wooden deck to remain in this portion of the right-of-way. In January of 1988 permits were issued for a swimming pool with a concrete deck.

Discussion: As set forth in the attached report provided to the Development Review Commission (DRC), Staff finds that vacating the subject right-of-ways would be consistent with the criteria in the City Code, the Comprehensive Plan, and the applicable special area plan.

Agency Review: This application was routed to the standard list of City departments and private utility providers and no one indicated the presence of facilities in this portion of the right-of-way.

Public Comments: No calls were received from the public in response to the mailed notice for the Development Review Commission meeting. A letter of support was received from the Historic Old Northeast Neighborhood Association. On the day of the DRC hearing, two emails of support were received. At the hearing Robin Reed, representing the Historic Old Northeast...
Neighborhood Association, spoke in support of the vacation. An additional public notice will be provided prior to the City Council Public Hearing. In advance of this report, no additional comments or concerns were expressed to the author.

**DRC Action:** On October 4, 2017, the Development Review Commission (DRC) held a public hearing on the subject application. After the public hearing, the DRC voted 5-2 to recommend approval of the proposed vacation.

**RECOMMENDATION:**

The Administration recommends **APPROVAL** of the partial street right-of-way vacation, subject to the following conditions:

1. Any existing or future construction and all vegetation shall comply with Section 16.40.160 – Visibility at Intersections: Sight Triangles. Any existing or future fence or wall construction shall comply with Section 16.40.040 - Fences, Walls & Hedges.

2. As required City Code Section 16.70.050.1.1 F, approval of right-of-way vacations shall lapse and become void unless the vacation ordinance is recorded by the City Clerk in the public records within 24 months from the date of such approval or unless an extension of time is granted by the commission designated in the Decisions and Appeals Table or, if appealed, by the City Council prior to the expiration thereof. Each extension shall be for a period of time not to exceed one year. A completed application for Extension of Approval shall be submitted by the deadline for the DRC hearing prior to the expiration date. The vacation ordinance shall be recorded after any conditions precedent have been compiled with.

Attachments: A – Parcel Map, B – Aerial Map, Ordinance with Attachment “A” – Sketch and Description, DRC Staff Report
Attachment B
City of St. Petersburg, Florida
Planning and Economic Development Department
Case No.: 17-330000015
Address: 756 18th Avenue Northeast
www.stpete.org
ORDINANCE NO. ______

AN ORDINANCE APPROVING A VACATION OF AN EIGHT (8) FOOT BY SEVENTY-ONE (71) FOOT PORTION OF ELM STREET NORTHEAST LOCATED IMMEDIATELY ADJACENT TO THE EAST OF LOT 1, SNELL & HAMLETT’S NORTH SHORE ADDITION REVISED REPLAT BLOCK 68, EXTENDING NORTH FROM THE EAST/WEST ALLEY IN THE BLOCK; SETTING FORTH CONDITIONS FOR THE VACATION TO BECOME EFFECTIVE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on October 16, 1987, the City of St. Petersburg ("City") Board of Adjustment approved a zero lot line variance ("Variance") to build a swimming pool at a single-family residential property located at 756 18th Avenue NE ("Property"); and

WHEREAS, the Board of Adjustment further stipulated that a minor easement license ("License") to construct in the City right-of-way ("ROW") was required in order to allow an existing wooden deck to remain and to construct a new concrete deck; and

WHEREAS, on December 10, 1987, the City Council granted the License for the existing and proposed decks in the ROW adjacent to the Property to Paul Tash ("Tash"), the former owner of the Property; and

WHEREAS, on January 13, 1988 the City Building Department issued the necessary permit(s) for a swimming pool with a concrete deck on the Property to Tash pursuant to the Variance and the License; and

WHEREAS, the current owner of the Property is now seeking a vacation of ROW to allow for the existing construction to remain and for the construction of a new masonry wall to replace an existing fence; and

WHEREAS, this is a unique situation of previously permitted construction within the ROW, which neither interferes with the public’s use of the right-of-way, including for travel and other pedestrian purposes, nor with the City’s surface and subsurface infrastructure within the ROW; and

WHEREAS, City Administration has identified vacation of the portion of ROW described under Section 1 below as an equitable solution to this unique situation; and

WHEREAS, the proposed ROW vacation is the minimum necessary to resolve this unique situation; and

WHEREAS, the ROW vacation restores the intention of previous City approvals and private construction activity that past and current property owners have relied upon without causing significant detriment to the integrity of the ROW or the development pattern of the neighborhood.

THE CITY OF ST. PETERSBURG, FLORIDA DOES ORDAIN:
Section 1. The following right-of-way is hereby vacated as recommended by the Administration and the Development Review Commission on October 4, 2017 (City File No. 17-33000015):

Legal Description: See attached Exhibit “A” – 1 page, incorporated as if fully stated herein.

Section 2. The above-mentioned right-of-way is not needed for public use or travel.

Section 3. The vacation is subject to and conditional upon the following:

1. Any existing or future construction and all vegetation shall comply with Section 16.40.160 – Visibility at Intersections: Sight Triangles. Any existing or future fence or wall construction shall comply with Section 16.40.040 - Fences, Walls & Hedges.

2. As required City Code Section 16.70.050.1.1 F, approval of right-of-way vacations shall lapse and become void unless the vacation ordinance is recorded by the City Clerk in the public records within 24 months from the date of such approval or unless an extension of time is granted by the commission designated in the Decisions and Appeals Table or, if appealed, by the City Council prior to the expiration thereof. Each extension shall be for a period of time not to exceed one year. A completed application for Extension of Approval shall be submitted by the deadline for the DRC hearing prior to the expiration date. The vacation ordinance shall be recorded after any conditions precedent have been compiled with.

Section 4. In the event this ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective upon the expiration of the fifth business day after adoption unless the Mayor notifies the City Council through written notice filed with the City Clerk that the Mayor will not veto the ordinance, in which case the ordinance shall become effective immediately upon filing such written notice with the City Clerk. In the event this ordinance is vetoed by the Mayor in accordance with the City Charter, it shall not become effective unless and until the City Council overrides the veto in accordance with the City Charter, in which case it shall become effective immediately upon a successful vote to override the veto.

LEGAL:

[Signatures]

PLANNING & ECONOMIC DEVELOPMENT DEPARTMENT:

[Signatures]
SECTION 17, TOWNSHIP 31 SOUTH, RANGE 17 EAST
DESCRIPTION AND SKETCH
8 FOOT PORTION OF RIGHT-OF-WAY VACATION

DESCRIPTION:
THE SOUTH 71 FEET OF THAT 8 FOOT PORTION OF ELM STREET NORTHEAST RIGHT-OF-WAY
(60 FEET WIDE PER PLAT BOOK 4, PAGE 39) LYING COINCIDENT AND ADJACENT TO THE
EAST BOUNDARY LINE OF LOT 1, BLOCK 68, REVISED PLAT OF BLOCKS 37, 38, 65, 66, 67
& 68 AND WATER LOTS "A" TO "V" INCLUSIVE IN SNELL & HAMLETT'S NORTH SHORE
ADDITION, AS RECORDED IN PLAT BOOK 4, PAGE 39 OF THE PUBLIC RECORDS OF PINELLAS
COUNTY, FLORIDA.

CONTAINING 568 SQUARE FEET OR 0.013 ACRES MORE OR LESS.

ABBREVIATIONS:
\[ = CENTERLINE
AC. = ACRES
O.R. = OFFICIAL RECORDS
SQ. FT. = SQUARE FEET

8 FOOT PORTION OF RIGHT-OF-WAY VACATION

18TH AVENUE N.E.
60' RIGHT-OF-WAY

Lot 2
Basis of Bearings:
WEST RIGHT-OF-WAY LINE OF ELM STREET N.E. AS BEING S.00'00"4'E.
PER PROVIDED SURVEY BY MURPHY'S
LAND SURVEYING, INC., JOB NO.: 141843.

Block 68

Lot 11
Lot 12
FOR: MAY GRECSEK AND MATTHEW GRECSEK

NOTE: Legal Description and Sketch not valid without the signature and the
original raised seal of a Florida Licensed Surveyor and Mapper.

Prepared by:
JOHN C. BRENDLA & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS AND MAPPERS
4015 82nd Avenue North
Pinellas Park, Florida 33781
phone (727) 576-7546 ~ fax (727) 577-9932

THIS IS NOT A SURVEY
VACATION OF RIGHT-OF-WAY
PUBLIC HEARING

According to Planning & Economic Development Department records, Commissioner Vickstrom resides or has a place of business within 2,000 feet of the subject property. All other possible conflicts should be declared upon the announcement of the item.

REPORT TO THE DEVELOPMENT REVIEW COMMISSION FROM DEVELOPMENT REVIEW SERVICES DIVISION, PLANNING & ECONOMIC DEVELOPMENT DEPARTMENT, for Public Hearing and Executive Action on October 4, 2017, at 2:00 P.M. in Council Chambers, City Hall, 175 Fifth Street North, St. Petersburg, Florida.

CASE NO.: 17-33000015
PLAT SHEET: D-12

REQUEST: Approval of a Vacation of an eight (8) foot by seventy-one (71) foot portion of Elm Street Northeast located immediately adjacent to the east of Lot 1, Snell & Hamlett's North Shore Addition Revised Replat Block 68, extending north from the east west alley in the block.

OWNER: Matthew & May Grecsek
756 18th Avenue Northeast
Saint Petersburg, Florida 33704-4608

ADDRESS: 756 18th Avenue Northeast

PARCEL ID NO.: 17-31-17-83221-068-0010

LEGAL DESCRIPTION: On File

ZONING: Neighborhood Traditional-3 (NT-3)

DISCUSSION AND RECOMMENDATION:

Request. The request is to vacate an eight (8) foot by seventy-one (71) foot portion of Elm Street Northeast located immediately adjacent to the east of Lot 1, Snell & Hamlett's North Shore Addition Revised Replat Block 68, extending north from the east west alley in the block.
The area of the right-of-way proposed for vacation is depicted on the attached maps (Attachments "A" and "B") and Sketch and description (Exhibit "A"). The applicant's goal is to build a concrete wall around their existing pool.

In 1987 a Resolution was approved granting a minor easement to allow the construction of a concrete deck and to allow an existing wooden deck to remain within the City Right-of-Way (see Attachment C). In 2017 the applicant applied to build a wall in the right-of-way, which would not have been allowed under the minor easement provisions of the resolution.

Analysis. Staff's review of a vacation application is guided by:

A. The City's Land Development Regulations (LDR’s);
B. The City's Comprehensive Plan; and
C. Any adopted neighborhood or special area plans.

Applicants bear the burden of demonstrating compliance with the applicable criteria for vacation of public right-of-way. In this case, the material submitted by the applicant (Attachment D) does provide background or analysis supporting a conclusion that vacating the subject right-of-way would be consistent with the criteria in the City Code, the Comprehensive Plan, or any applicable special area plan.

A. Land Development Regulations
Section 16.40.140.2.1E of the LDR’s contains the criteria for reviewing proposed vacations. The criteria are provided below in italics, followed by itemized findings by Staff.

1. Easements for public utilities including stormwater drainage and pedestrian easements may be retained or required to be dedicated as requested by the various departments or utility companies.

This application was routed to the standard list of City Departments and private utility providers. There are no noted utilities in the portion of the right-of-way proposed for vacation.

2. The vacation shall not cause a substantial detrimental effect upon or substantially impair or deny access to any lot of record as shown from the testimony and evidence at the public hearing.

The vacation will not have any affect upon access to any lot of record.

3. The vacation shall not adversely impact the existing roadway network, such as to create dead-end rights-of-way, substantially alter utilized travel patterns, or undermine the integrity of historic plats of designated historic landmarks or neighborhoods.

The vacation will not dead-end rights-of-way, substantially alter utilized travel patterns, or undermine the integrity of historic plats of designated historic landmarks or neighborhoods.

4. The easement is not needed for the purpose for which the City has a legal interest and, for rights-of-way, there is no present or future need for the right-of-way for public vehicular or pedestrian access, or for public utility corridors.
There is no need for this portion of the right-of-way for public vehicular access. The remaining right-of-way is sufficient to allow the 4-foot sidewalk width required by Section 16.40.140.4.2. - Sidewalks. There are no utilities within the portion of the right-of-way proposed for vacation.

5. The POD, Development Review Commission, and City Council shall also consider any other factors affecting the public health, safety, or welfare.

No other factors have been raised for consideration.

B. Comprehensive Plan

There are no policies in the City's Comprehensive Plan which apply to this request.

C. Adopted Neighborhood or Special Area Plans

There are no neighborhood or special area plans which affect vacation of right-of-way in this area of the City.

Comments from Agencies and the Public  No calls were received from the public in response to the mailed notice. A letter of support was received from the Historic Old Northeast Neighborhood Association. This application was routed to the standard list of City departments and private utility providers and no one indicated the presence of facilities in this portion of the right-of-way.

RECOMMENDATION. Staff recommends APPROVAL of the proposed street right-of-way vacation. If the DRC is inclined to support the vacation, Staff recommends the following special conditions of approval:

1. Any existing or future construction and all vegetation shall comply with Section 16.40.160 – Visibility at Intersections: Sight Triangles. Any existing or future fence or wall construction shall comply with Section 16.40.040 - Fences, Walls & Hedges.

2. As required City Code Section 16.70.050.1.1 F, approval of right-of-way vacations shall lapse and become void unless the vacation ordinance is recorded by the City Clerk in the public records within 24 months from the date of such approval or unless an extension of time is granted by the commission designated in the Decisions and Appeals Table or, if appealed, by the City Council prior to the expiration thereof. Each extension shall be for a period of time not to exceed one year. A completed application for Extension of Approval shall be submitted by the deadline for the DRC hearing prior to the expiration date. The vacation ordinance shall be recorded after any conditions precedent have been compiled with.
REPORT PREPARED BY:

KATHRYN A. YOUNKIN, AICP, LEED AP BD+C, Deputy Zoning Official
Development Review Services Division
Planning & Economic Development Department

REPORT APPROVED BY:

ELIZABETH ABERNETHY, AICP, Zoning Official (POD)
Planning and Economic Development
Development Review Services Division

Attachment A
City of St. Petersburg, Florida
Planning and Economic Development Department
Case No.: 17-330000015
Address: 756 18th Avenue Northeast
A RESOLUTION GRANTING A MINOR EASEMENT TO ALLOW THE CONSTRUCTION OF A CONCRETE DECK AND TO ALLOW AN EXISTING WOODEN DECK TO REMAIN WITHIN CITY RIGHT-OF-WAY AT 756-18 AVENUE NE AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that a minor easement is granted to Paul C. Tash to allow for the construction of a concrete deck and to allow an existing wooden deck to remain within City right-of-way at 756-18 Avenue NE, as depicted on the attached diagram. The applicant will be responsible for any injury or damage caused by this structure and the maintenance of same. The applicant will remove said structure within thirty (30) days if so requested by the City of St. Petersburg.

BE IT FURTHER RESOLVED that any repair to this structure that may be required due to City maintenance of existing utilities will be the responsibility of the applicant.

BE IT FURTHER RESOLVED that all other applicable permits and approvals are the applicant's responsibility.

BE IT FURTHER RESOLVED that it is a condition of this easement that it may be terminated by the City at any time.

This resolution shall become effective immediately upon its adoption.

Adopted at a regular session of the City Council held on the 10th day of December, 1987.

[Signature]
Mayor-Councilman
Chairman of the City Council

[Signature]
Clerk of the City Council

Attachment C - Minor Easement and Backup Pg 1 of 5
NOTES:
1. POOL IS WITHIN EXISTING 6-FOOT WOODEN PRIVACY FENCE.
2. THERE IS NO SCREEN ENCLOSURE.
A RESOLUTION GRANTING A MINOR EASEMENT TO ALLOW THE CONSTRUCTION OF A CONCRETE DECK AND TO ALLOW AN EXISTING WOODEN DECK TO REMAIN WITHIN CITY RIGHT-OF-WAY AT 756 - 18 AVENUE NE AND PROVIDING AN EFFECTIVE DATE.

Adopted at a regular session of the City Council held on the 10th day of December, 1987.

Given under my hand and the official seal of the City of St. Petersburg, Florida, this 19th day of July, 1989.

[Signature]
Clerk of the City Council
City of St. Petersburg, Florida
TO: MAYOR AND COUNCIL

SUBJECT: Resolution granting a minor easement to allow for the construction of an concrete deck and to allow an existing wooden deck to remain within City right-of-way at 756 - 18th Avenue Northeast.

EXPLANATION: Paul C. Tesh of 756 - 1St., Avenue Northeast has requested a minor easement to allow for the construction of a concrete deck and to allow an existing wooden deck to remain within City right-of-way for the life of the structure at the referenced address.

The proposed concrete deck will extend 4 feet into the right-of-way of Elm Street northeast for a distance of approximately 43 feet. The existing wood deck extends 4 feet into the right-of-way of Elm Street Northeast for a distance of approximately 8.5 feet.

The applicant will be responsible for any injury or damage caused by this structure and the maintenance of same. The applicant will remove said structure within thirty (30) days if so requested by the City of St. Petersburg.

Any repair to this structure that may be required due to City maintenance of existing utilities will be the responsibility of the applicant.

All other applicable permits and approvals are the applicant's responsibility.

Administration recommends approval of this minor easement.

COST/FUNDING/ASSESSMENT INFORMATION: N/A

City Manager

ATTACHMENT (s): 1

COUNCIL ACTION:

FOLLOW-UP Agenda No. C11

EN2
NOTES:
1. POOL IS WITHIN EXISTING 6-FOOT WOODEN PRIVACY FENCE.
2. THERE IS NO SCREEN ENCLOSURE.
Attachment D – Applicant’s Narrative

17-33000015
<table>
<thead>
<tr>
<th>Meeting Date:</th>
<th>October 4, 2017</th>
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</thead>
<tbody>
<tr>
<td>Address/Location:</td>
<td>756 18th Ave NE, Saint Petersburg, FL 33704</td>
</tr>
<tr>
<td>Type of Application:</td>
<td>Subdivision Decision Application – Vacation of Right of Way</td>
</tr>
<tr>
<td>Staff Planner:</td>
<td>Elizabeth Abernethy, Kathryn Younkin, Dave Goodwin</td>
</tr>
<tr>
<td>Staff Contact Info:</td>
<td>Elizabeth: 727-892-5344; Kathryn: 727-892-5958; Dave: 727-893-7868</td>
</tr>
</tbody>
</table>

**Historic Old Northeast Neighborhood Association**

**Neighborhood Association(s)**

Peter Motzenbecker: [petermotz@aol.com](mailto:petermotz@aol.com) / 727-269-5521

**Neighborhood Association President Name(s) & Contact Info**

**Issues/Concerns:** Homeowners are preparing for a public hearing to approve the City’s vacation ordinance for eight (8) feet strip of land inside a pre-existing privacy fence in place for 40 years, and adjacent to a swimming pool and deck in place for 30+ years.

In January 2017, homeowners applied for a permit to change aging vinyl fence to a wall in keeping with other walls surrounding the property – and with respect to the block’s Historic Designation. Despite Board of Appropriations approval and permits granted for pool and deck in 1986-87, the City asserted that a record of easement could not be found *deeming homeowners pool and deck illegally located in a public right of way*. Note: The City provided a copy of the missing easement on August 9, 2017. St. Petersburg Minor Encroachments, Article VII, Sec. 25-272 stipulates that a vacation (not an easement) is legally necessary for permanent structures to be built on public right of way.

The proposed ordinance will correct the inequitable impairments discovered through the permitting process including, but not limited to the:

- legality of past permits
- questionable border re-allocation that deducted 8 feet land from original property
- tax assessments and property valuation relied upon by at least six (6) homeowners over 30+ years
- property taxes paid on improvements on the parcel by at least six (6) homeowners over 30+ years

After “extensive review and consideration” by City officials and “in consideration of the extraordinary circumstances” the City has agreed to support our application for Vacation of Right of Way. Homeowner proposed vacation of 8” parcel from alley to 18th Ave NE in conformance to “narrow rectangular lots” on Ordinance #285-H, Sec. 16.20-010. However, City guidance is to adhere to prior easement requirement limited to about 2/3 of original request.

*www.stpete.org*
SUBDIVISION DECISION
Application
Application No: 17-3300035

NAME of APPLICANT (Property Owner): May Grecsek and Matthew Grecsek
Street Address: 756 18th Ave NE
City, State, Zip: Saint Petersburg, FL 33704
Telephone No: 415-577-2928 Email Address: mvebarte@yahoo.com

NAME of AGENT or REPRESENTATIVE:
Street Address:
City, State, Zip: N/A
Telephone No: Email Address:

PROPERTY INFORMATION:
Street Address or General Location: 756 18th Ave NE, Saint Petersburg, FL 33704
Parcel ID(s): 17-31-17-83221-068-0010

DESCRIPTION OF REQUEST: Vacation ordinance for eight (8) feet strip of land located inside of privacy fence, pre-existing from at least 1986, East side of property Elm St, adjacent to pool and deck.

PRE-APPLICATION DATE: Aug 7, 2017 PLANNER: Abernethy, Younkin, Goodwin

FEE SCHEDULE
Lot Line & Lot Split Adjustment Administrative Review $200.00 Vacating Streets & Alleys $1,000.00
Lot Line & Lot Split Adjustment Commission Review $300.00 Vacating Walkway $400.00
Lot Refacing Administrative Review $300.00 Vacating Easements $500.00
Lot Refacing Commission Review $500.00 Vacating Air Rights $1,000.00
Variance with any of the above $200.00 Street Name Change $1,000.00

Cash, credit, and checks made payable to the "City of St. Petersburg"

AUTHORIZATION
City Staff and the designated Commission may visit the subject property during review of the requested variance. Any Code violations on the property that are noted during the inspections will be referred to the City’s Codes Compliance Assistance Department.

The applicant, by filling this application, agrees he or she will comply with the decision(s) regarding this application and conform to all conditions of approval. The applicant’s signature affirms that all information contained within this application has been completed, and that the applicant understands that processing this application may involve substantial time and expense. Filing an application does not guarantee approval, and denial or withdrawal of an application does not result in remittance of the application fee.

NOTE: IT IS INCUMBERENT UPON THE APPLICANT TO SUBMIT CORRECT INFORMATION. ANY MISLEADING, DECEPTIVE, INCOMPLETE, OR INCORRECT INFORMATION MAY INVALIDATE YOUR APPROVAL.

Signature of Owner/Agent: ___________________________ Date: ___________________________
*Affidavit to Authorize Agent required, if signed by Agent.

Typed name of Signatory: ___________________________
I am (we are) the owner(s) and record title holder(s) of the property noted herein

Property Owner's Name: _______________________________________________________

This property constitutes the property for which the following request is made

Property Address: _____________________________________________________________
Parcel ID Number: ___________________________________________________________
Request: ___________________________ N/A ________________________________

The undersigned has(have) appointed and does(do) appoint the following agent(s) to execute any application(s) or other documentation necessary to effectuate such application(s)

Agent's Name(s): _____________________________________________________________

This affidavit has been executed to induce the City of St. Petersburg, Florida, to consider and act on the above described property.

I (we), the undersigned authority, hereby certify that the foregoing is true and correct.

Signature (owner): ___________________________________________ Printed Name

Sworn to and subscribed on this date

Identification or personally known: _____________________________________________

Notary Signature: (Print): ___________________________________________ Date: __________

Commission Expiration (Stamp or date): ________________________________

City of St. Petersburg – One 4th Street North – PO Box 2842 – St. Petersburg, FL 33731-2842 – (727) 883-7471
www.stpete.gov/ddc

Page 4 of 8
Applicants are strongly encouraged to obtain signatures in support of the proposal(s) from owners of property adjacent to or otherwise affected by a particular request.

### NEIGHBORHOOD WORKSHEET

<table>
<thead>
<tr>
<th>Street Address</th>
<th>Case No.</th>
<th>Description of Request</th>
</tr>
</thead>
<tbody>
<tr>
<td>1750 18th Ave NE</td>
<td></td>
<td>Support the approval of the City’s vacation ordinance for the 8 ft strip of land to the east side of our yard facing Em St and located with a fence that has been up for 30+ years. The approval is necessary as that our pool and deck are not deemed illegal. It also enables us to replace the aging vinyl fence with brick fence to match the brick forest on the N, S, and W side of houses and is in keeping with existing design.</td>
</tr>
</tbody>
</table>

The undersigned adjacent property owners understand the nature of the applicant’s request and do not object (attach additional sheets if necessary):

<table>
<thead>
<tr>
<th>Affected Property Address</th>
<th>Owner Name (print)</th>
<th>Owner Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. 18th Ave NE</td>
<td>John Winters</td>
<td>[Signature]</td>
</tr>
<tr>
<td>2. 10th St NE</td>
<td>Karen Reed</td>
<td>[Signature]</td>
</tr>
<tr>
<td>3. 16th Ave SE</td>
<td>David Smith</td>
<td>[Signature]</td>
</tr>
<tr>
<td>4. 18th Ave NE</td>
<td>Elizabeth Moore</td>
<td>[Signature]</td>
</tr>
<tr>
<td>5. 100 Beach Dr NE</td>
<td>E. W. Calhoun</td>
<td>[Signature]</td>
</tr>
<tr>
<td>6. 25 17th Ave NE</td>
<td>D. W. Scott</td>
<td>[Signature]</td>
</tr>
<tr>
<td>7. 19th Ave NE</td>
<td>Mary Anne Boston</td>
<td>[Signature]</td>
</tr>
<tr>
<td>8. 11th Ave NE</td>
<td>Ward Boston</td>
<td>[Signature]</td>
</tr>
</tbody>
</table>
In accordance with LDR Section 16.70.040.1.F.2. "It is the policy of the City to encourage applicants to meet with residents of the surrounding neighborhoods prior to filing an application for a permit requiring review and public hearing. The applicant, at his option, may elect to include neighborhood mediation as a preparatory step in the development process. Participation in the public participation process prior to required public hearings will be considered by the decision-making official when considering the need or request, for a continuance of an application. It is not the intent of this section to require neighborhood meetings, but to encourage meetings prior to the submission of applications for approval and documentation of efforts which have been made to address any potential concerns prior to the formal application process."

**APPLICANT REPORT**

1. Details of techniques the applicant used to involve the public
   (a) Dates and locations of all meetings where citizens were invited to discuss the applicant's proposal

   Jan 2017 to present: Ongoing conversations with neighbors adjacent to property and neighbors on our Historically Designated Block; 08/07/17: Telephone conversation with Robin Reed, Chairman HONNA Planning & Preservation Committee; 08/10/17: Email of DRC application pkg to Robin Reed and Peter Motzenbecker per guidance of Ms. Reed

   (b) Content, dates mailed, and number of mailings, including letters, meeting notices, newsletters, and other publications

   Mailings planned to homeowners residing within 300 feet of property. Content to be prepared in partnership with City. Mail notification deadline for October 4, 2017 hearing is September 11, 2017.

   (c) Where residents, property owners, and interested parties receiving notices, newsletters, or other written materials are located

2. Summary of concerns, issues, and problems expressed during the process

3. Signature or affidavit of compliance - President or vice-president of any neighborhood associations
   Check one. ( ) Proposal supported
   ( ) Do not support the Proposal
   ( ) Unable to comment on the Proposal at this time
   ( ) Other comment(s): [Signature]

   Association Name: [Name]
   President or Vice-President Signature: [Signature]

   If the president or vice-president of the neighborhood association are unavailable or refuse to sign such certification, a statement as to the efforts to contact them and (in the event of unavailability or unwillingness to sign) why they were unable or unwilling to sign the certification.
I, VACATION SKETCH AND LEGAL DESCRIPTION

SECTION 17, TOWNSHIP 31 SOUTH, RANGE 17 EAST

DESCRIPTION AND SKETCH

8 FOOT PORTION OF RIGHT-OF-WAY VACATION

DESCRIPTION:
The South 71 feet of that 8 foot portion of Elm Street Northeast Right-Of-Way (80 feet wide per Plat Book 4, Page 39) lying coincident and adjacent to the East boundary line of Lot 1, Block 68, Revised Plat of Blocks 37, 38, 65, 66, 67 & 68 and Water Lots "A" to "Z" inclusive in Snell & Hamlett's North Shore Addition, as recorded in Plat Book 4, Page 39 of the Public Records of Pinellas County, Florida.

Containing 568 square feet or 0.013 acres more or less.

18TH AVENUE N.E.
60' RIGHT-OF-WAY

Lot 2

Lot 1

Block 68

Lot 11
Lot 12

FOR: MAY GRECESEK AND MATTHEW GRECESEK

ABBREVIATIONS:

G = CENTERLINE
AC. = ACRES
D.R. = OFFICIAL RECORDS
SF. FT = SQUARE FEET

15' ALLEY PER PLAT

This IS NOT A SURVEY

Prepared by:
JOHN C. BRENDLA & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS AND MAPPERS
4015 82nd Avenue North
Pinellas Park, Florida 33781
Phone (727) 576-7548 • Fax (727) 577-9932

Sheet 1 of 1
PHOTOGRAPHS OF SUBJECT PROPERTY

Vacation ordinance applicable to this 8 ft.-wide land located inside of pre-existing privacy fence for 30+ years, adjacent to swimming pool and deck.
PHOTOGRAPHS OF SUBJECT PROPERTY

Permanent structures inside sixty-eight (68) foot width of property along Elm St.

City has confirmed no utilities along this side of Elm St.
NARRATIVE
City has copy of this narrative which was used as reference for meetings with homeowner in May 2017

Overview

Matthew and May Grecsek, homeowners of 756 18th Ave NE ("Homeowner(s)") request the City of St Petersburg (the "City") vacate any claim on the eight (8) foot parcel of land along the eastern boundary of Block 68, Lot 1 parallel to Elm Street as defined in Snell and Hamletts North Shore Add Rev Replat, Block 68, Lot 1 ("Disputed Parcel"), for either of the following reasons:

Scenario A: The Disputed Parcel already belongs to Homeowner and the City should vacate any claim to it.
Scenario B: The Disputed Parcel somehow belongs to the City, but due to the circumstances, conflicting Ordinance, ambiguity, and other irregularities, the City should vacate any claim to it.

Recent Background:

1. In February 1987, the Mr. Paul Tash ("1986 Homeowner") applied for a City permit to construct permanent structures on the Disputed Parcel with the good faith belief that it was his property. The City concurred and granted a Permit to construct a permanent deck on the Disputed Parcel with applicable setbacks for residential property (no City claim of ownership of Disputed Parcel).
2. In September 1987, the 1986 Homeowner prepared a survey for the proposed construction of a swimming pool and was informed that the eastern boundary of his property was eight (8) feet less than he reasonably believed (see next section). The 1986 Homeowner was directed by the City to apply for an easement, variance, and permit to begin construction, which he did.
3. In October 1987, the Board of Adjustment having considered all of the relevant facts and Ordinances, unanimously granted approval for the additional permanent structures on the Disputed Parcel. The City granted a Permit and the permanent structures approved.
4. During the period of 1988 through 2017, the property was transacted by six different owners. All relied on the Permit history to determine the legality of the permanent structures and the permissions they implied to determine the value of the property.
5. Since 1988, all homeowners have been paying Pinellas County property taxes on the permanent structures on the Disputed Parcel.
6. In 2017, in connection with anticipated historic designation, the Current Homeowner applied for a permit to replace the existing vinyl fence with a block wall to match the historic wall on the west side of the property. He was informed by the City engineer that despite the BOA approval and permit, no easement was created and therefore all permanent structures on the Disputed Parcel are illegal.
Scenario A

The parcel already belongs to the homeowner

1. The plat map shows Lot 1, Block 68 as having a 68 foot width (See Snell and Hamlett's Replat, Exhibit 1). The western border of the property has remained constant since the original plat and is the location of a block wall erected when the house was constructed (See Photo, Exhibit 11).

2. Property taxes on the full sixty-eight (68) foot width were paid by homeowners from 1922 through at least 1986 (See Tax Collector's records in Exhibit 2).

3. All deeds for the property through 1986 have the sixty-eight (68) foot description (See 1986 Deed, Exhibit 3):

   Lot 1, Block 68 SNELL AND HAMLETT'S NORTH SHORE SUBDIVISION

4. The privacy fence erected long before 1987, is exactly sixty-eight (68) feet from the western border of the property. The location of this fence is the current subject of controversy.

5. In February 1987, the City recognized the sixty-eight (68) foot width of the property as belonging to the homeowner, by issuing Building Permit 704242 for a permanent deck on the Disputed Parcel (See Property Card, Exhibit 4, See also Property Photos, Exhibits 9, 10).

6. All permanent structures are within the sixty-eight (68) foot width of the property defined in all City and County records through the beginning of 1987 (See Survey, Exhibit 6).

7. In September 1987, eight (8) feet of land was taken from Block 68, Lot 1.

   Lot 1, Block 68 SNELL AND HAMLETT'S NORTH SHORE SUBDIVISION, less W 8 feet 
   (See 1992 Deed, Exhibit 7, emphasis added)

8. The City claims ownership of the missing eight (8) feet of property on the Disputed Parcel.

Scenario A Conclusion:
The Disputed Parcel containing the permanent structures, including the original fence, is within the sixty-eight (68) foot width of the lot as platted and deeded and rightfully belongs to the property owner of Block 68, Lot 1. The homeowner requests the City to vacate its claim to the Disputed Parcel.
Scenario B

The permanent structures approved by the City require a vacation of the Disputed Parcel

Assuming the City had legal claim to the Disputed Parcel, and not the homeowners occupying and paying property taxes on the parcel and the containing permanent structures, under the St Petersburg Code of Ordinances, the permitting of a structure that constitutes a substantial permanent use of a public right of way or easement requires a vacation (See St Petersburg Minor Encroachments, Article VII, Sec. 25-272. Purpose and intent; definitions, Exhibit 12):

(f) Notwithstanding the foregoing, a building or structure or any portion thereof that constitutes a substantial permanent use of a public right-of-way or easement shall require a vacation of air rights or a vacation of the public right-of-way or easement.

Therefore, a vacation rather than an easement was legally necessary in permitting the permanent structures and the homeowner requests the City vacate its claim to the Disputed Parcel.

If the City disagrees with this conclusion, the following complications need to be resolved:

1. What is the legality of issuing Building Permit 704242 for a permanent structure on a right of way issued in February 1987 on the Disputed Parcel, in conflict of Sec 25-272(f)?
2. What was the effect and legality of the BOA’s unanimous decision granting permission to build a concrete deck and pool on a right of way, also in conflict of Sec 25-272(f)?
3. What due process occurred to remove eight (8) feet from the width of Block 68, Lot 1?
4. What circumstances permitted the longstanding privacy fence, sixty-eight (68) feet from the western wall and border that existed prior to 1987 on the Disputed Parcel?
5. How will the City remedy the inequity it created for at least six (6) homeowners making reasonable, but detrimental reliance on the City’s representation that permits were legally granted and which the County Tax Assessor relied upon when valuing the property?
6. What is the effect of the recently effectuated local historic designation of the property on the permanent structures in the Disputed Parcel?

Putting aside Sec 25-272(f) legalities, an easement is an interest in land owned by another person, consisting in the right to use the land, and can be created in a variety of ways. The City is a sophisticated party. If it laid claim to the Disputed Parcel, it should have known an easement was required and the legal basis thereof before permitting the homeowner to build permanent structures in the public right of way, knowing the significant investments they required. Under Florida law, if the circumstances surrounding an action indicate that a property owner must have intended that a party obtain an easement, an easement can be inferred even though not explicitly granted. As elsewhere in the US and around the world, easements do not need to be recorded in order to exist.

A St Petersburg Minor Easement is not an easement.

"A minor easement permit shall be deemed a license and not an easement or other property interest. “ (Article VII Section 25-273(e), Exhibit 7, emphasis added)
Furthermore, a St Petersburg Minor Easement is only applicable "where vacation is not practical or that does not adequately protect the public interest" (See Article VII Section 25-273(a) (1), Exhibit 7).

Given the facts and circumstances, an objective person would be justified in expecting an easement, not a mere license, to exist before building permanent structures. The homeowner made reasonable, good-faith, and detrimental reliance on the City's approval to proceed and would not have made the large investment in improvements based on a mere license. Likewise, subsequent homeowners would have had the same reasonable expectations. Therefore an easement by estoppel would be created by law.

Alternatively, the Florida Supreme Court, defined the following elements to establish a prescriptive easement (Downing v. Bird, 100 So. 2d 57 (Fla. 1958), as clarified in Crigger v. Florida Power Corporation, 436 So. 2d 937 (Fla. 5th DCA 1983)):

a. The user has made a certain particular and actual use of lands owned by another;
b. Such use had been continuous and uninterrupted for a period of 20 years;
c. Such use has either been with the actual knowledge of the owner or so open, notorious and visible that knowledge of the use is imputed to the owner;
d. Such use relates to a certain limited and defined area of land or, if for a right-of-way, the use is of a definite route with a reasonably certain line, width, and termini; and
e. Such use has been adverse to the owner; that is a) the use has been made without the permission of the owner and under some claim of right other than permission from the owner; b) the use has been either exclusive of the owner or inconsistent with the rights of the owner of the land to its use and enjoyment; and c) the use has been such that, during the whole prescribed period, the owner had a cause of action against the user for the use being made.

Scenario B Conclusion
Under City Code, the permitting of a structure that constitutes a substantial permanent use of a public right of way or easement requires a vacation, which the Homeowner requests. If the City disagrees with that conclusion, then the Homeowner requests that the City:

1. Provide an official response to the six (6) complications listed on Page 3
2. Provide an official response explaining the legal theory and terms of any existing easement
3. Provide a remedy to resolve the inequities it created by its actions
Block 68, Lot 1 has a 68 foot width.
Homeowners since 1918 paid for sixty-eight (68) foot property width (Land Units 68.00) as reflected in the original plat specification and all deeds since 1918.
Title shows the full sixty-eight (68) foot property width inclusive of the disputed eight (8) foot parcel containing the fence and permanent structures. All deeds prior to this have the same description.
#1 Permit for permanent structure, 24x14' deck, on Disputed Parcel. No City claim of ownership.

#2 Permit for permanent structures, pool and deck, on Disputed Parcel. City claims ownership.
No City easements are required with 68 foot width; all permanent structures are within the property boundaries.
8.

Eight (8) feet removed from property.
#1 For thirty years, homeowners have been paying property taxes on the permanent structures.

#2 Lot size has been reduced eight (8) feet.
NOTICE OF PUBLIC HEARING
BOARD OF ADJUSTMENT
LICENSE AND INSPECTIONS DEPARTMENT
(813) 893-7232

TO WHOM IT MAY CONCERN:

DATE OF HEARING: Oct. 16, 1987

B/A CASE NUMBER: 87-10-013

NAME OF APPLICANT: Paul C. Tash

NAME OF REPRESENTATIVE: Same

LOCATION (ADDRESS): 756 10 Ave. N.E.

LEGAL DESCRIPTION: Lot 1, Block 66, Snail & Hamlets North Shore Sub.

REQUEST: PERMISSION TO INSTALL POOL WITH SIDE YARD ENCROACHMENT

The above-described request will be considered by the Board of Adjustment at a
PUBLIC HEARING to be held at 1:30 P.M., on OCTOBER 16, 1987 in COUNCIL CHAMBERS,
MUNICIPAL BUILDING (CITY HALL), located at 175 8th Street North, St. Petersburg,
Florida.

Records indicate you own property within 100/200 feet of the land in question or
you may have an interest in the land in question. There is a SITE PLAN in the
License & Inspections Department, Kress Building, 473 Central Avenue, St.
Petersburg, Florida. We urge interested persons to examine the site plan prior
to the scheduled public hearing. If you OBJECT to this request, you must either
voice your objections at the public hearing or submit your objections in writing
to this Dept. at least prior to the hearing. Telephone calls are not acceptable for
objections or approvals of any cases. Please refer to Board of Adjustment Case
Number and date of meeting when writing. Mail all correspondence to City of St.
Petersburg, License & Inspections Department, Board of Adjustment, P. O. Box
2842, St. Petersburg, Florida 33731.

It is considered improper for an applicant or objector to discuss a case prior
to the hearing with any Board Member. Please direct your remarks to the Staff at
License & Inspections Department in writing and those documents will be presented
to the Board.

Further, in accordance with Florida Statutes, Chapter 80-150, if a person decides
to appeal any decision made by a governmental board, commission or agency, he/she
will need a record of proceedings. It is up to the potentially adversely
affected citizen to ensure that a verbatim record of the proceedings is made,
including testimony and evidence upon which the appeal is to be based. Any
persons who may need such a record may arrange for a court reporter to attend the
public hearing at their expense.
MEMORANDUM
CITY OF ST. PETERSBURG
ENGINEERING DEPARTMENT

TO: Pamela Jones, Development Services
FROM: Nancy Davis, Engineering Plan Review Supervisor
DATE: September 1, 2017
SUBJECT: Right of Way & Easement - Vacation
FILE: 17-33000015

LOCATION AND PIN: 756 18th Avenue Northeast 17/31/17/83221/068/0010
ATLAS: D-12
PROJECT: Right of Way & Easement - Vacation
REQUEST: Approval of a Vacation of an eight (8) foot by seventy-one (71) foot portion of Elm Street Northeast located immediately adjacent to the east of Lot 1, Snell & Hamlett’s North Shore Addition Revised Replat Block 68, extending north from the east west alley in the block.

COMMENTS: The Engineering Department is providing the following comments for consideration:

1. City utility maps indicate no active public infrastructure within the right of way requested for vacation.

2. The remaining parkway width of approximately 5.4’ is sufficient to allow construction of a future 4-foot wide sidewalk in the remaining right of way.

3. The current right of way width of 60-feet will be reduced to 52-feet for a distance of 71-feet, in the area of the proposed partial right of way vacation. The remaining 52-foot right of way exceeds the 50-foot right of way width required for a local street per City Land Development Code section 16.40.140.4.1(E).
SECTION 17, TOWNSHIP 31 SOUTH, RANGE 17 EAST

DESCRIPTION AND SKETCH

8 FOOT PORTION OF RIGHT-OF-WAY VACATION

DESCRIPTION:

THE SOUTH 71 FEET OF THAT 8 FOOT PORTION OF ELM STREET NORTHEAST RIGHT-OF-WAY (60 FEET WIDE PER PLAT BOOK 4, PAGE 39) LYING COINCIDENT AND ADJACENT TO THE EAST BOUNDARY LINE OF LOT 1, BLOCK 68, REVISED PLAT OF BLOCKS 37, 38, 65, 66, 67 & 68 AND WATER LOTS "A" TO "V" INCLUSIVE IN SNELL & HAMLETT'S NORTH SHORE ADDITION, AS RECORDED IN PLAT BOOK 4, PAGE 39 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

CONTAINING 568 SQUARE FEET OR 0.013 ACRES MORE OR LESS

18TH AVENUE N.E.

60' RIGHT-OF-WAY

ABBREVIATIONS:

C = CENTERLINE
AC. = ACRES
O.R. = OFFICIAL RECORDS
SQ. FT. = SQUARE FEET

Basis of Bearings:

WEST RIGHT-OF-WAY LINE OF ELM STREET N.E. AS BEING 5.00'-01'-45 E.

PER PROVIDED SURVEY BY MURPHY'S LAND SURVEYING, INC., JOB NO: 141843.

Lot 2

Lot 1

Lot 11

Lot 12

Block 68

REvised: 8/10/17
Prepared: 8/08/17

THIS IS NOT A SURVEY

NOTE: Legal Description and Sketch not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.
AN ORDINANCE OF THE CITY OF ST. PETERSBURG AMENDING CHAPTER 20, ARTICLE IV, DIVISION 2, HANDBILLS, TO DELETE THE DEFINITIONS OF COMMERCIAL HANDBILL AND NONCOMMERCIAL HANDBILL; DELETING CHARGES FOR COMMERCIAL HANDBILL DISTRIBUTION; AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST PETERSBURG, FLORIDA DOES ORDAIN:

Section 1. The St. Petersburg City Code, Chapter 20, Article IV, Division 2, is hereby amended to read as follows:

DIVISION 2. - HANDBILLS

Sec. 20-100. - Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Commercial handbill means any printed or written matter, any sample or device, dodger, circular, leaflet, pamphlet, paper, booklet or any other printed or otherwise reduced original or copies of any matter or literature:

(1) Which advertises for sale any merchandise, product, commodity, or thing;
(2) Which directs attention to any business or mercantile or commercial establishment, or other activity, for the purpose of either directly or indirectly promoting the interest thereof by sales;
(3) Which directs attention to or advertises any meeting, theatrical performance, exhibition, event or service of any kind, for which an admission fee is charged for the purpose of private gain or profit; or
(4) Which, while containing reading matter other than advertising matter, is predominately and essentially an advertisement, and is distributed or circulated for advertising purposes or for the private gain.

Handbill means any printed or written matter, any sample or device, dodger, circular, leaflet, pamphlet, newspaper, magazine, paper, booklet or any other printed or otherwise reproduced original or copies of any material or literature.

Noncommercial handbill means any printed or written matter, any sample or device, dodger, circular, leaflet, pamphlet, newspaper, magazine, paper, booklet or any other printed or otherwise reproduced original or copies of any matter or literature not included in the definition of a commercial handbill.
Public place means the right-of-way, public parks, public buildings and parking lots and structures designed for use in connection therewith.

Sec. 20-101. - Activities exempt from this division.

The provisions of this division shall not apply to the distribution of advertising material by the owner or lessee of a premises, or employees of such premises, to persons or motor vehicles located on the premises.

Sec. 20-102. - Distribution in public places.

It shall be unlawful for any person to distribute, place, throw, scatter or cast or to cause the distribution, placing, throwing, scattering or casting of any handbill in or upon any public place within the City; provided, however, it shall not be unlawful for any person to hand out or distribute any handbill in any public place to any person willing to accept the handbill. The City shall have the right to assess a reasonable charge to the commercial handbill distributor distributing handbills on public sidewalks adjacent to a public street for cleanup costs.

Sec. 20-103. - Placing in vehicles.

It shall be unlawful for any person to distribute, deposit, place, throw, scatter or cast or cause the distribution, placing, throwing, scattering or casting of any handbill in or upon any motor vehicle. The provisions of this section shall not be deemed to prohibit the handing, transmitting or distributing of any handbill to the owner or other occupant of any motor vehicle who is willing to accept the handbill or placement of handbills on any automobile or other vehicle in a manner that will prevent them from being blown about by the elements.

Sec. 20-104. - Notice on private premises to prohibit distribution.

It shall be unlawful for any person to ring the doorbell or otherwise summon an occupant of a residence to the door for the purpose of soliciting, or to distribute, deposit, place, throw, scatter or cast or cause the distribution, placing, throwing, scattering or casting of any handbill upon any premises if requested by anyone thereon not to do so or if there is placed on the premises in a conspicuous position near the entrance thereof a sign bearing the words, "No Trespassing," "No Pedestrians or Agents," "No Advertisement," "No Soliciting" or any similar notice, indicating in any manner that the occupants of the premises do not desire to be molested or contacted or to have their right of privacy disturbed or to have any handbills left upon their premises.
Section 7. As used in this ordinance, language appearing in struck-through type is language to be deleted from the City Code, and underlined language is language to be added to the City Code, in the section, subsection, or other location where indicated. Language in the City Code not appearing in this ordinance continues in full force and effect unless the context clearly indicates otherwise. Sections of this ordinance that amend the City Code to add new sections or subsections are generally not underlined.

Section 8. The provisions of this ordinance shall be deemed to be severable. If any provision of this ordinance is determined unconstitutional or otherwise invalid, such determination shall not affect the validity of any other provisions of this ordinance.

Section 9. In the event this Ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective upon the expiration of the fifth business day after adoption unless the Mayor notifies the City Council through written notice filed with the City Clerk that the Mayor will not veto this Ordinance, in which case this Ordinance shall become effective immediately upon filing such written notice with the City Clerk. In the event this Ordinance is vetoed by the Mayor in accordance with the City Charter, it shall not become effective unless and until the City Council overrides the veto in accordance with the City Charter, in which case it shall become effective immediately upon a successful vote to override the veto.

Approved as to form and content:

___________________________
City Attorney or Designee
TO: City Council Chair and City Council Members

SUBJECT: An Ordinance Enacting Year-End Appropriation Adjustments – FY17 Operating Budget & Capital Improvement Program Budget & Adjustments to the FY18 Budget

EXPLANATION / COST FUNDING ASSESSMENT INFORMATION:

This agenda item transitions budgets from the year just closed to the new budget year. For FY17, it adjusts budgets that exceeded annual appropriations and commits and assigns funds in the General Operating Fund for specific purposes. It also provides adjustments (supplemental appropriations) to the FY18 budget. Council is asked to approve an ordinance to enact these changes, as required by the Charter.

The agenda item is divided into three major parts. Each part may involve several types of transactions including appropriation transfers which generally have no effect on fund balance, or supplemental appropriations, which reduce the fund balance of the specified fund unless there are unanticipated revenues to support the expense overage. This item is subdivided into the sections of the Ordinance giving a detailed description of the provisions within the Ordinance and reasons for each budget modification.

Back-up for the Ordinance is covered in Parts I, II, and III

Part I describes transactions which will clean up and finalize the FY17 budget (Ordinance Sections 1-5). The final accounting transactions for FY17 are being posted, requiring some adjustments to the FY17 appropriations for both operations and capital projects. Additional appropriations are necessary to authorize expenditures in excess of budgeted amounts, even if related revenues are available to cover these expenses. State law requires that any budgetary adjustments to the prior year budget be made within 60 days of the close of the fiscal year.

Part II recommends commitments and assignments of funds remaining in the General Operating Fund at the close of FY17 for a variety of purposes in FY18 and the future. Commitments and assignments are not legal obligations to expend funds set-aside in the various categories and require appropriation by City Council in order to do so. These appear in Section 6 of the Ordinance.

Part III provides for supplemental appropriations, which reduce the fund balance of the specified fund unless there are unanticipated revenues to support the expense overage, to the FY18 Budget, including re-appropriation of unexpended FY17 monies and transfers, Ordinance Sections 7-9.

ATTACHMENTS: Ordinance for Council Action

APPROVALS:

Administrative: 

Budget:
This report presents recommendations for budget adjustments in various funds. Expenditure and revenue estimates are based on financial data through November 13, 2017. Budget adjustments are only required for entities that exceed previous appropriations for the entity as a whole. While some appropriations are made at the departmental level, such as the Fire Department, others are made at the administration level. For example, an appropriation would be required for the Leisure Services Administration only if the expenditures exceeded the total appropriation for all departments within the administration. The Budget Ordinance is the guiding document for these requirements.

Supplemental appropriations are supported either by unanticipated revenue or by resources of the fund balance of the fund specified. Supplemental appropriations increase the total amount authorized in the fund.

**PART I: FY17 APPROPRIATION ADJUSTMENTS**

**Ordinance Section 1**

**GENERAL FUND PRELIMINARY RESULTS**
Based on the 11/13/17 close, we estimate net revenue of $240.626 million and expenses of $236.589 million (excluding BP expenditures and FY16 encumbrances) adding $4.0374 million to the General Fund operating fund balance. The increased subsidies were identified earlier as part of the year end estimates presented to the Budget, Finance and Taxation committee.

**GENERAL OPERATING FUND — Supplemental Appropriations** — These appropriations cover expenditures which exceeded budget in FY17. In some cases, the expenses are offset by additional revenue. In most cases, (listed as Category 1) these adjustments are for budget authority only, and have already been calculated in the total expenditures. The entries listed as Category 2 are new appropriations necessary to cover additional expenses and will reduce the General Fund balance by $538,000.

<table>
<thead>
<tr>
<th>Subsidy/Category</th>
<th>Amount</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tropicana Field Subsidy Category 1</td>
<td>26,000</td>
<td>A supplemental appropriation is needed to increase the subsidy to Tropicana Field because of higher offsite police traffic control costs and revenue receipts were lower than anticipated.</td>
</tr>
<tr>
<td>Jamestown Subsidy Category 1</td>
<td>18,500</td>
<td>A supplemental appropriation is needed due to unexpected pest control services.</td>
</tr>
<tr>
<td>Port Subsidy Category 1</td>
<td>67,500</td>
<td>A supplemental appropriation is needed due to a decrease in the dockage revenue.</td>
</tr>
<tr>
<td>Advance to Golf Courses Category 2</td>
<td>538,000</td>
<td>A supplemental appropriation is needed to advance funds to the Golf Course because of lower revenue.</td>
</tr>
<tr>
<td><strong>Total General Government</strong></td>
<td><strong>650,000</strong></td>
<td>Total on Ordinance for General Government Administration.</td>
</tr>
<tr>
<td>Police Category 1</td>
<td>497,000</td>
<td>A supplemental appropriation is needed due to higher than budgeted costs for overtime due to expenses incurred from Hurricane Irma. A portion of these costs may eventually be reimbursed.</td>
</tr>
<tr>
<td>Stormwater-General Fund (Public Works) Category 1</td>
<td>148,000</td>
<td>A supplemental appropriation is needed due to higher than budgeted costs for overtime due to expenses incurred from Hurricane Irma. A portion of these costs may eventually be reimbursed.</td>
</tr>
<tr>
<td>Fire Rescue Category 1</td>
<td>420,000</td>
<td>A supplemental appropriation is needed due to higher than budgeted costs for overtime due to expenses incurred from...</td>
</tr>
</tbody>
</table>
Hurricane Irma. A portion of these costs may eventually be reimbursed.

### ENTERPRISE & SPECIAL REVENUE OPERATING FUNDS — Supplemental Appropriations

These appropriations cover expenditures which exceeded budget. In some cases, revenue also exceeded the budget. The net impact of these revenue and expenditure variances will be covered from the fund balance in each individual fund.

<table>
<thead>
<tr>
<th>Fund</th>
<th>Appropriation</th>
<th>Note</th>
</tr>
</thead>
<tbody>
<tr>
<td>School Crossing Guard</td>
<td>5,000</td>
<td>This fund records the revenue collected from the parking ticket surcharge. A supplemental appropriation is needed to transfer the additional revenue to the General Fund to reimburse the cost of the crossing guard program.</td>
</tr>
<tr>
<td>Mahaffey Theater</td>
<td>185,000</td>
<td>A supplemental appropriation is needed to record the cost of the naming rights. This is offset by the revenue received by the city and then paid to the Mahaffey.</td>
</tr>
<tr>
<td>Coliseum</td>
<td>5,000</td>
<td>A supplemental appropriation is needed due to increased costs for commodities for resale. Additional revenues in the fund covered these additional expenses.</td>
</tr>
<tr>
<td>Sunken Gardens</td>
<td>103,000</td>
<td>A supplemental appropriation is needed due to increased costs for commodities for resale and equipment. Additional revenues in the fund covered these additional expenses.</td>
</tr>
<tr>
<td>Tropicana Field</td>
<td>36,000</td>
<td>A supplemental appropriation is needed to increase the subsidy to Tropicana Field because offsite police traffic control costs and revenue were lower than anticipated.</td>
</tr>
<tr>
<td>Arts in Public Places</td>
<td>56,500</td>
<td>A supplemental appropriation is needed for arts purchases.</td>
</tr>
<tr>
<td>Water Cost Stabilization</td>
<td>1,812,500</td>
<td>Interest earnings in this fund are transferred to the Water Resources Operating Fund. A supplemental appropriation is needed to cover additional interest earnings in the fund.</td>
</tr>
<tr>
<td>Stormwater</td>
<td>269,000</td>
<td>A supplemental appropriation is needed to cover the upfront costs incurred for the preparation for Hurricane Irma.</td>
</tr>
<tr>
<td>Sanitation Operating</td>
<td>42,710</td>
<td>A supplemental appropriation is needed to transfer funds to the Sanitation Debt Service Fund for a debt service reserve.</td>
</tr>
<tr>
<td>Sanitation Equipment</td>
<td>43,740</td>
<td>A supplemental appropriation is needed to transfer funds to the Sanitation Recycling Equipment Fund so that it can be closed.</td>
</tr>
<tr>
<td>Airport</td>
<td>28,000</td>
<td>A supplemental appropriation is needed due to facility repairs and renovations.</td>
</tr>
<tr>
<td>Jamestown</td>
<td>30,000</td>
<td>A supplemental appropriation is needed due to maintenance, facility repairs, and renovations.</td>
</tr>
<tr>
<td>Port</td>
<td>5,500</td>
<td>A supplemental appropriation is needed due to higher than budgeted utility costs and facility repairs.</td>
</tr>
</tbody>
</table>
**Ordinance Section 2**

**CAPITAL IMPROVEMENT FUNDS – Supplemental Appropriations**

These appropriations cover CIP project expenditures which exceeded budget. In some cases, revenue also exceeded the budget. *The net impact of these revenue and expenditure variances will be covered from the fund balance of each individual fund.*

<table>
<thead>
<tr>
<th>General Capital Improvement</th>
<th>159,381</th>
<th>Bond Interest Earnings</th>
<th>A supplemental appropriation is needed to transfer the interest earned on bond proceeds to the debt service fund. This is for the 2016A and 2016B issue.</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Capital Improvement</td>
<td>(106,171)</td>
<td>Pier Visioning</td>
<td>Rescinding funding in these projects for the bond interest earnings. The earnings will go directly into the debt service fund.</td>
</tr>
<tr>
<td>General Capital Improvement</td>
<td>(53,210)</td>
<td>Pier Approach</td>
<td></td>
</tr>
<tr>
<td>Recreation &amp; Culture Capital Improvement</td>
<td>102,400</td>
<td>Transfers</td>
<td>A supplemental appropriation is needed to transfer funds to the Public Safety Capital Improvement Fund for an emergency traffic signal at Fire Station 7.</td>
</tr>
<tr>
<td>Water Resources Capital Improvement</td>
<td>152,000</td>
<td>DIS Taps Meters Backflows FY17</td>
<td>A supplemental appropriation is needed due to increased customer funding for potable water service taps, meters, and backflows.</td>
</tr>
<tr>
<td>Water Resources Capital Improvement</td>
<td>72,000</td>
<td>Reclaimed Taps &amp; Backflows FY17</td>
<td>A supplemental appropriation is needed due to increased customer funding for reclaimed water service taps and backflow devices.</td>
</tr>
</tbody>
</table>

**Ordinance Section 3**

**INTERNAL SERVICE FUNDS – Increased Authorizations**

These additional allocations cover expenditures which exceeded budget. In some cases, revenue also exceeded the budget. *The net impact of these revenue and expenditure variances will be covered from the fund balance of each individual fund.*

<table>
<thead>
<tr>
<th>Materials Management</th>
<th>21,000</th>
<th>An increase in the authorization level of this internal service fund is needed due to increased facilities repairs and management costs.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Life Insurance</td>
<td>35,000</td>
<td>A supplemental appropriation is needed due to increased premiums. The additional expenses were offset by additional revenue.</td>
</tr>
</tbody>
</table>

**Ordinance Section 4**

Ordinance 241-H is hereby amended by incorporating into said Ordinance all appropriations and adjustments to the operating and capital improvement budgets pertaining to the fiscal year ending September 30, 2017 made by previous resolution, and all supplemental appropriations and adjustments contained in this Ordinance, which pertain to the Fiscal Year ending September 30, 2017. Ordinance Number 241-H as amended as provided herein shall constitute the final budget for the Fiscal Year ending September 30, 2017.
PART II: COMMITMENTS AND ASSIGNMENTS OF FUND BALANCES FOR FY17 YEAR END

Ordinance Section 5

Each year City Council has committed a portion of the General Operating Fund balance for specific purposes. Administration recommends the commitment and assignments of the following amounts totaling $5,305,811 within the General Operating Fund balance as of September 30, 2017. These commitments include amounts requested for re-appropriation during FY18.

OPERATING RE-APPROPRIATIONS $4,869,887
This commitment provides for funds to be rolled over for contracts, grants, or purchase orders issued in 2017 for which the corresponding purchases could not be completed due to timing or other issues.

LAND SALES PROCEEDS $89,170
This commitment was created to provide a funding source for acquiring property. Proceeds from the sale of city properties valued at less than $20,000 are deposited in the General Operating Fund and are to be used for acquiring property according to Resolution 2002-126 adopted by City Council on February 21, 2002.

QUALIFIED TARGET INDUSTRY (QTI) TAX REFUND PROGRAM $81,250
This commitment was established to provide the city's share for the QTI program during FY 2018, which provides funds to local businesses for the purpose of stimulating economic growth and employment.

LOCAL AGENCY PROGRAM (LAP) $265,504
This commitment is established to provide the city's share over the next 15 years for maintenance of city roads and trails as a result of grant agreements with the Florida Department of Transportation (FDOT).

PART III: FY18 CHANGES TO GENERAL OPERATING FUND, ENTERPRISE FUNDS, SPECIAL REVENUE FUNDS, INTERNAL SERVICE FUNDS, CIP FUND BUDGETS & TRANSFERS FOR ART IN PUBLIC PLACES

Ordinance Section 6

RE-APPROPRIATION OF FY17 ENCUMBRANCES

Encumbrances are funded with FY17 fund balance from each respective fund. All of these amounts were previously appropriated in FY17 and have legal commitments for expenditure that will occur in FY18. These include the unspent portion of existing contracts. Actual encumbrances may be more or less after all financial transactions are posted.

General Operating Fund
- Police $301,578
- Fire Rescue 234,461
- City Development Administration 441,769
- Neighborhood Affairs Administration 103,918
- Leisure Services Administration 589,308
- General Government Administration 739,289
- Public Works Administration 2,459,564
- Total General Fund $4,869,887

All Other Funds
- Emergency Medical Services 99,143
- Local Housing Assistance 6,774
- Parking 75,022
- CDBG 99,134
- Emergency Shelter Grant 35,057
- HOME Program 188,579
- Building Permit 74,414
- Mahaffey Theater 25,575
- Pier 18
<table>
<thead>
<tr>
<th>Ordinance Section 7</th>
</tr>
</thead>
<tbody>
<tr>
<td>GENERAL FUND IMPACT</td>
</tr>
</tbody>
</table>

The total impact to the General Fund by the adjustments in Section 7 is an increase in expense of $4,968,720. Of this total, $1,467,814 are BP related expenses and $655,920 is supported by grant revenue. The net impact to the General Fund is a reduction of $2,844,986.

**SUPPLEMENTAL APPROPRIATIONS**

All supplemental appropriations are funded with fund balance from each respective fund or from unanticipated revenues. Some of these amounts (grants) were previously appropriated in FY17 and have legal commitments for expenditures that will occur in FY18.

**GENERAL OPERATING FUND – FY18 Supplemental Appropriation**

<table>
<thead>
<tr>
<th>Division</th>
<th>Appropriation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Council</td>
<td>24,861</td>
</tr>
<tr>
<td>Mayor’s Office</td>
<td>1,959,900</td>
</tr>
<tr>
<td>Legal</td>
<td>2,150</td>
</tr>
<tr>
<td>Marketing</td>
<td>83,000</td>
</tr>
<tr>
<td>Audit</td>
<td>190,080</td>
</tr>
<tr>
<td>Total General Government</td>
<td>2,259,991</td>
</tr>
</tbody>
</table>

A supplemental appropriation is needed to rollover funds for management consulting services that were not used in FY17.

A supplemental appropriation is needed to rollover funds for citywide tree planting ($481,600), Solar United Neighborhoods Program ($375,000), Vulnerability Assessment ($300,000), ISAP Program ($2,550), Energy Efficiency and Retrofit ($189,922), Childhood Initiative ($150,000), Poynter Institute ($30,000), My Brothers’ Sisters’ Keeper ($365,353), TBBBIC ($25,000), Simple Theater ($1,975), Ms. Kendra’s List ($30,000), and additional funds for the Carter G Woodson Museum ($8,500).

A supplemental appropriation is needed to rollover funds for replacement of a water fountain.

A supplemental appropriation is needed to rollover funds for Pier marketing activities ($50,000) and the Amazon bid ($33,000).

A supplemental appropriation is needed to rollover funds for disaster relief consulting for Hurricane Irma.

Total on Ordinance.
<table>
<thead>
<tr>
<th>Department</th>
<th>Amount</th>
<th>Supplemental Appropriation Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Neighborhood Services</td>
<td>453,235</td>
<td>A supplemental appropriation is needed to rollover funds for the Rapid Rehousing Program ($400,000), Social Action Funding ($3,325), and to provide shelter and programming for young women aging out of foster care ($50,000).</td>
</tr>
<tr>
<td>Community Services</td>
<td>474,678</td>
<td>A supplemental appropriation is needed to rollover funds for the following programs: Keep Pinellas Beautiful $10,000, After School Youth Employment Program (ASYEP) $125,000, Summer Youth Intern Program '17 (SYIP) $151,023, Summer Training in Youth Leadership and Employment (STYLE) $35,000, Mayor's Mini Grant FY17 $5,655, Neighborhood Matching Grant FY17 OP $20,000, Reads To Me $100,000, and $28,000 for the National League of Cities Financial Inclusive Systems and City Leadership Grant.</td>
</tr>
<tr>
<td>Total Neighborhood Affairs Administration</td>
<td>927,913</td>
<td>Total on Ordinance</td>
</tr>
<tr>
<td>Police</td>
<td>200,000</td>
<td>A supplemental appropriation is needed to rollover funds for the purchase of required software and license upgrades required to be completed in FY18 to ensure continued support/compatibility of systems and equipment.</td>
</tr>
<tr>
<td>Fire Rescue</td>
<td>377,920</td>
<td>A supplemental appropriation is needed to rollover funds for the Assistance to Firefighters (AFG) Grant ($347,920) and the Water Rescue Grant ($30,000).</td>
</tr>
<tr>
<td>Transportation &amp; Parking</td>
<td>17,000</td>
<td>A supplemental appropriation is needed to rollover funds for construction of concrete flatwork and the activities for bike share hubs.</td>
</tr>
<tr>
<td>Planning &amp; Economic Dev</td>
<td>1,080,027</td>
<td>A supplemental appropriation is needed to rollover funds for Forward Pinellas ($85,000), Phillips Skyway Marina ($100,000), Bike Friendly Program ($5,000), St. Pete Maker Support ($5,000), Grow Smarter Job Creation ($75,000), Flood Mitigation Assistance ($250,000), Rehabs for Rebates ($92,561), and the Neighborhood Commercial Projects ($467,466).</td>
</tr>
<tr>
<td>Total City Development Administration</td>
<td>1,097,027</td>
<td>Total on Ordinance</td>
</tr>
<tr>
<td>Library (Leisure Services Administration)</td>
<td>39,127</td>
<td>A supplemental appropriation is needed to rollover funds for Library Collections.</td>
</tr>
<tr>
<td>Engineering (Public Works Administration)</td>
<td>66,742</td>
<td>A supplemental appropriation is needed to rollover funds for the funding for the ROW Permit Digitizing project ($15,000), Citywide Energy Enhancements ($24,483), and Seagrass Mitigation Bank ($27,259).</td>
</tr>
<tr>
<td>Other operating funds FY18 Supplemental Appropriations</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Local Housing Assistance</td>
<td>1,955,193</td>
<td>A supplemental appropriation is needed to rollover funds for unspent grant funds.</td>
</tr>
<tr>
<td>Parking</td>
<td>270,000</td>
<td>A supplemental appropriation is needed to rollover funds for the James Museum projects. Expenses were delayed due to the timing of the opening of the museum.</td>
</tr>
<tr>
<td>CDBG</td>
<td>675,191</td>
<td>A supplemental appropriation is needed to rollover funds for unspent grant funds.</td>
</tr>
<tr>
<td>HOME Program</td>
<td>1,745,443</td>
<td>A supplemental appropriation is needed to rollover funds for unspent grant funds.</td>
</tr>
<tr>
<td>Department</td>
<td>Amount</td>
<td>Supplemental Appropriation</td>
</tr>
<tr>
<td>---------------------------</td>
<td>------------</td>
<td>-----------------------------</td>
</tr>
<tr>
<td>Neighborhood Stabilization</td>
<td>1,580,674</td>
<td>A supplemental appropriation is needed to rollover funds for unspent grant funds.</td>
</tr>
<tr>
<td>Pier</td>
<td>30,000</td>
<td>A supplemental appropriation is needed to rollover funds for the Pier security analysis ($10,000) and a naming rights consultant ($20,000).</td>
</tr>
<tr>
<td>Water Resources</td>
<td>147,229</td>
<td>A supplemental appropriation is needed to rollover funds for unspent grant funds for the Toilet Rebate Program and Sensible Sprinkling Program.</td>
</tr>
<tr>
<td>Stormwater</td>
<td>180,079</td>
<td>A supplemental appropriation is needed to rollover funds for the Total Maximum Daily Load Project ($130,079), and the space needs assessment report for a new operations building ($50,000).</td>
</tr>
<tr>
<td>Port</td>
<td>31,000</td>
<td>A supplemental appropriation is needed for the Port marketing contract. Funds are being transferred from the Port Capital Projects fund for this.</td>
</tr>
<tr>
<td>Technology Services</td>
<td>295,000</td>
<td>An increase in the authorization level of the internal service fund is needed to rollover funds for a Kronos upgrade ($215,000), Next Gen Firewall ($50,000), and network monitoring software ($20,000).</td>
</tr>
<tr>
<td>Technology &amp; Infrastructure</td>
<td>1,232,800</td>
<td>An increase in the authorization level of the internal service fund is needed for the replacement of 225 laptops for the Police Department ($784,800), the Kronos Upgrade/Replacement ($418,000), and for additional servers ($30,000).</td>
</tr>
</tbody>
</table>

**CAPITAL IMPROVEMENT FUNDS – FY18 Supplemental Appropriations**

<table>
<thead>
<tr>
<th>Department</th>
<th>Amount</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Capital Improvement</td>
<td>(51,380)</td>
<td>Acquisition of Woodson Museum</td>
</tr>
<tr>
<td>Woodson HVAC Improvements</td>
<td>51,380</td>
<td>The acquisition project is complete, so the funds in that project can be rescinded and a supplemental appropriation in the Woodson HVAC project can be done.</td>
</tr>
<tr>
<td>Public Safety Capital Improvement</td>
<td>102,400</td>
<td>Fossil Park Fire Station 7</td>
</tr>
<tr>
<td>Water Resources Capital Projects</td>
<td>520,094</td>
<td>Bond Interest Earnings</td>
</tr>
<tr>
<td>Port Capital Projects</td>
<td>31,000</td>
<td>Transfers</td>
</tr>
<tr>
<td></td>
<td></td>
<td>A supplemental appropriation is needed to spend the interest earned on the bond proceeds.</td>
</tr>
</tbody>
</table>

**Ordinance Section 8**

**TRANSFERS TO THE ARTS IN PUBLIC PLACES FUND**

For public works projects with construction costs between $100,000 and $2,500,000, two percent (2%) is set aside for the acquisition of works of art. For public works with construction costs between $2,500,001 and $10,000,000, one percent (1%) is set aside for the acquisition of works of art. For public works projects with construction costs exceeding $10,000,001, three-quarters of one percent (0.75%) is set aside for the acquisition of works of art. It is capped at $500,000 for any single project. The following transfers, totaling $5,329 to the Art in Public Places Fund, is based on FY17 transactions:

**Recreation & Culture Capital Improvement Fund**

5,329

Approval of the attached ordinance is requested.
ORDINANCE NO. 308-H

AN ORDINANCE ENACTING YEAR-END APPROPRIATION ADJUSTMENTS FOR FISCAL YEAR 2017 FOR THE OPERATING BUDGET AND CAPITAL IMPROVEMENT PROGRAM BUDGET AND ADJUSTMENTS TO THE FISCAL YEAR 2018 BUDGET; AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

Section 1: The following appropriation transfers and supplemental appropriations to the City of St. Petersburg operating budget for the Fiscal Year ending September 30, 2017 are approved from the fund balance of each respective operating fund listed below:

Supplemental Appropriations:
General Fund-General Government Administration 650,000
General Fund-Police 497,000
General Fund-Public Works Administration (Stormwater) 148,000
General Fund-Fire Rescue 420,000
School Crossing Guard 5,000
Mahaffey Theater 185,000
Coliseum 5,000
Sunken Gardens 103,000
Tropicana Field 36,000
Arts in Public Places 56,500
Water Cost Stabilization 1,812,500
Stormwater 269,000
Sanitation Operating 42,710
Sanitation Equipment Replacement 43,740
Airport 28,000
Jamestown 30,000
Port 5,500

Section 2: The following appropriations (numbers in parentheses denote reduced appropriations) to the City of St. Petersburg capital improvement program (CIP) budget for the Fiscal Year ending September 30, 2017 are approved from the fund balance of each respective CIP fund listed below:

General Capital Improvements
Bond Interest Earnings 159,381
Pier Visioning (106,171)
Pier Approach (53,210)

Recreation & Culture Capital Improvement Fund
Transfers 102,400

Water Resources Capital Improvement Fund
DIS Taps Meters Backflows FY17 152,000
Reclaimed Taps & Backflows FY17 72,000
Section 3: The following increases to the Internal Service Fund authorizations are approved for the Fiscal Year ending September 30, 2017:

<table>
<thead>
<tr>
<th>Service</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Materials Management</td>
<td>21,000</td>
</tr>
<tr>
<td>Life Insurance</td>
<td>35,000</td>
</tr>
</tbody>
</table>

Section 4: Ordinance 241-H is hereby amended by incorporating into said Ordinance all appropriations and adjustments to the operating and capital improvement budgets pertaining to the fiscal year ending September 30, 2017 made by previous resolution, and all supplemental appropriations and adjustments contained in this Ordinance, which pertain to the Fiscal Year ending September 30, 2017. Ordinance Number 241-H as amended as provided herein shall constitute the final budget for the Fiscal Year ending September 30, 2017.

Section 5: The following amounts are established as Commitments and Assignments for future appropriation in the General Operating Fund Balance. Commitments can be changed by a resolution of City Council:

<table>
<thead>
<tr>
<th>Fund</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operating Re-appropriations</td>
<td>$4,869,887</td>
</tr>
<tr>
<td>Land Sale Proceeds</td>
<td>89,170</td>
</tr>
<tr>
<td>Qualified Target Industry (QTI) Tax Refund Program</td>
<td>81,250</td>
</tr>
<tr>
<td>Local Agency Program (LAP)</td>
<td>265,504</td>
</tr>
</tbody>
</table>

Section 6: The following amounts encumbered during FY 2017 are re-appropriated in the Fiscal Year ending September 30, 2018 budget from the fund balance of each respective fund:

<table>
<thead>
<tr>
<th>Fund</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Operating Fund:</td>
<td></td>
</tr>
<tr>
<td>Police</td>
<td>301,578</td>
</tr>
<tr>
<td>Fire Rescue</td>
<td>234,461</td>
</tr>
<tr>
<td>City Development Administration</td>
<td>441,769</td>
</tr>
<tr>
<td>Neighborhood Affairs Administration</td>
<td>103,918</td>
</tr>
<tr>
<td>Leisure Services Administration</td>
<td>589,308</td>
</tr>
<tr>
<td>General Government Administration</td>
<td>739,289</td>
</tr>
<tr>
<td>Public Works Administration</td>
<td>2,459,564</td>
</tr>
<tr>
<td>Emergency Medical Services</td>
<td>99,143</td>
</tr>
<tr>
<td>Local Housing Assistance</td>
<td>6,774</td>
</tr>
<tr>
<td>Parking</td>
<td>75,022</td>
</tr>
<tr>
<td>CDBG</td>
<td>99,134</td>
</tr>
<tr>
<td>Emergency Shelter Grant</td>
<td>35,057</td>
</tr>
<tr>
<td>HOME Program</td>
<td>188,579</td>
</tr>
<tr>
<td>Building Permit</td>
<td>74,414</td>
</tr>
<tr>
<td>Mahaffey Theater</td>
<td>25,575</td>
</tr>
<tr>
<td>Pier</td>
<td>18</td>
</tr>
<tr>
<td>Coliseum</td>
<td>5,672</td>
</tr>
<tr>
<td>Sunken Gardens</td>
<td>18,930</td>
</tr>
<tr>
<td>Local Enforcement State Trust</td>
<td>12,279</td>
</tr>
<tr>
<td>Police Grant</td>
<td>6,661</td>
</tr>
<tr>
<td>Arts in Public Places</td>
<td>19,875</td>
</tr>
<tr>
<td>Water Resources</td>
<td>2,762,255</td>
</tr>
<tr>
<td>Stormwater</td>
<td>520,469</td>
</tr>
<tr>
<td>Sanitation</td>
<td>362,137</td>
</tr>
</tbody>
</table>
### Sanitation Equipment Replacement

- Airport: 53,031
- Marina: 18,557
- Golf Course: 46,824
- Jamestown: 15,140
- Port: 3,588
- Fleet: 396,906
- Equipment Replacement: 3,750,733
- Municipal Office Buildings: 25,033
- Technology Services: 327,214
- Technology & Infrastructure: 326,675
- Materials Management: 1,489
- Health Insurance: 38,884
- Workers' Compensation: 4,149
- Billing & Collections: 37,304

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**Section 7:** The following supplemental appropriations to the City of St. Petersburg operating budget for the Fiscal Year ending September 30, 2018 are approved from the fund balance of each respective operating fund listed below:

**Supplemental Appropriations:**

**General Fund**

- General Government Administration: 2,259,991
- Neighborhood Affairs Administration: 927,913
- Police: 200,000
- Fire Rescue: 377,920
- City Development Administration (Trans. & Parking/Eco. Dev): 1,097,027
- Leisure Services Administration (Library): 39,127
- Public Works Administration (Engineering): 66,742

- Local Housing Assistance: 1,955,193
- Parking: 270,000
- CDBG: 675,191
- HOME Program: 1,745,443
- Neighborhood Stabilization: 1,580,674
- Pier: 30,000
- Water Resources: 147,229
- Stormwater: 180,079
- Port: 31,000
- Technology Services: 295,000
- Technology & Infrastructure: 1,232,800

**General Capital Improvement**

- Acquisition of Woodson Museum: (51,380)
- Woodson Museum HVAC Improvements: 51,380

**Public Safety Capital Improvements**

- Fossil Park Fire Station 7: 102,400

**Water Resources Capital Projects:**

- Bond Interest Earnings Adjustments: 520,094
Port Capital Projects
Transfers 31,000

Section 8: The transfers from the following fund to the Arts in Public Places Fund is approved based on projects meeting the City Code Percent for the Arts criteria:
Recreation & Culture Capital Improvement Fund $5,329

Section 9: All appropriations contained in this Ordinance regarding the budget for Fiscal Year ending September 30, 2018 may be amended in accordance with the City Code or as provided for in Ordinance No. 298-H.

Section 10: In the event this ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective after the expiration of the fifth business day after adoption unless the Mayor notifies the City Council through written notice filed with the City Clerk that the Mayor will not veto the ordinance, in which case the ordinance shall become effective immediately upon filing such written notice with the City Clerk. In the event this ordinance is vetoed by the Mayor in accordance with the City Charter, it shall not become effective unless and until the City Council overrides the veto in accordance with the City Charter, in which case it shall become effective immediately upon a successful vote to override the veto.

APPROVFD BY DEPARTMENT:

[Signature]
Budget Department

APPROVED AS TO FORM AND SUBSTANCE:

[Signature]
City Attorney (or designee)
TO: The Honorable Darden Rice, Chair, and Members of City Council

SUBJECT: Owner-initiated Historic Landmark Designation of the Kenwood Section – Seminole Park Local Historic District, which shall include Seminole Park and all adjacent properties (City File HPC 17-90300003).

An analysis of the request is provided in the attached Staff Report.

REQUEST: The request is to designate the Kenwood Section – Seminole Park Local Historic District as a local historic district to be included in the St. Petersburg Register of Historic Places.

RECOMMENDATION:

Administration: Administration recommends approval.

Community Planning and Preservation Commission: On October 10, 2017, the Community Planning and Preservation Commission held a public hearing on this matter, and voted unanimously 7 to 0 to recommend approval of the landmark designation to City Council.

Recommended City Council Action: 1) CONDUCT the second reading and quasi-judicial public hearing, AND 2) APPROVE the proposed ordinance

Attachments: Ordinance (including map), CPPC Draft Minutes, Staff Report to the CPPC, Designation Application
Kenwood Section - Seminole Park
Local Historic District Proposed Boundaries
File No. 17-30300002
ORDINANCE NO. _____


THE CITY OF ST. PETERSBURG DOES ORDAIN:

SECTION 1. The City Council finds that the Kenwood Section – Seminole Park Local Historic District, which includes the properties adjacent to Seminole Park as well as the park itself and the urban landscapes that connect them, which is recognized for its significance as a highly intact collection of single-family residences, accessory buildings, and streetscapes dating to a period of significance spanning from 1914 to 1951, meets at least one of the nine criteria listed in Section 16.30.070.2.5.D, City Code, for designating historic properties. More specifically, the Kenwood Section – Seminole Park Local Historic District meets the following criteria:

(a) Its value is a significant reminder of the cultural or archaeological heritage of the City, state or nation;
(e) Its value as a building is recognized for the quality of its architecture, and it retains sufficient elements showing its architectural significance, and
(f) It has distinguishing characteristics of an architectural style valuable for the study of a period, method of construction, or use of indigenous materials; and
(g) Its character is a geographically definable area possessing a significant concentration, or continuity of sites, buildings, objects or structures united in past events or aesthetically by plan or physical development.

SECTION 2. The City Council finds that the Kenwood Section – Seminole Park Local Historic District meets at least one of the seven factors of integrity listed in Section 16.30.070.2.5.D, City Code, for designating historic properties. More specifically, the property meets the following factors of integrity:

(a) Location. The place where the historic property was constructed or the place where the historic event occurred;
(b) Design. The combination of elements that create the form, plan, space, structure, and style of a property;
(c) Setting. The physical environment of a historic property;
(d) Materials. The physical elements that were combined or deposited during a particular period of time and in a particular pattern or configuration to form a historic property.
(e) Workmanship. The physical evidence of the crafts of a particular culture or people
during any given period in history or prehistory.

(f) Feeling. The property’s expression of the aesthetic or historic sense of a particular period of time, and

(g) Association. The direct link between an important historic event or person and a historic property.

SECTION 3. The Kenwood Section – Seminole Park Local Historic District, located within the following described boundaries, is hereby designated as a local historic district, and shall be added to the St. Petersburg Register of Historic Places, the list of designated landmarks, landmark sites, and historic and thematic districts which is maintained in the office of the City Clerk:

**Designation Boundary**

The official boundary of the local landmark designation shall encompass the entire parcels, generally described as *Hall’s Central Avenue, Subdivision Number Two*: Block 7, west 50.5 feet of Villa Site 10; Block 8, Villa Sites 9-12; Block 9, east 50 feet of Villa Site 15 less northern 50 feet; Block 10, Villa Site 2 and east 50 feet of Villa Site 15; Block 11 (Seminole Park); Block 12, Villa Site 7 and Villa Site 10 less east 20 feet; Block 13, Villa Site 7; Block 14, Villa Sites 1 through 4; and Block 15, north 67 feet of Villa Site 2 less west 10 feet, and as depicted on Exhibit “A.”

SECTION 4. In the event this ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective after the fifth business day after adoption unless the Mayor notifies the City Council through written notice filed with the City Clerk that the Mayor will not veto the ordinance, in which case the ordinance shall take effective immediately upon filing such written notice with the City Clerk. In the event this ordinance is vetoed by the Mayor in accordance with the City Charter, it shall not become effective unless and until the City Council overrides the veto in accordance with the City Charter, in which case it shall become effective immediately upon a successful vote to override the veto.

Approved as to Form and Substance:

[Signature]

City Attorney (or Designee) Date

[Signature]

Planning and Economic Development Department Date

10-19-17
QUASI-JUDICIAL PUBLIC HEARING

A. City File HPC 17-90300003

Request: Owner-initiated application for the designation of a local historic district to the St. Petersburg Register of Historic Places.

Location: The proposed district includes all parcels facing Seminole Park and roughly bounded by the alley between 3rd Avenue North and 4th Avenue North (northern boundary), the alley between 2nd Avenue North and Burlington Avenue North (southern boundary), rear (east) parcel lines of properties between the two above-described alleys (eastern boundary), and rear (west) parcel lines of properties between the two above-described alleys (western boundary).

Staff Presentation
Laura Duvekot gave a PowerPoint presentation based on the staff report.

Applicant Presentation
Brenda Gordon, representing multiple owners, gave a PowerPoint presentation in support of the request.

Public Hearing
The following people spoke in favor on the request:

Charla Cribb, 2218 8th Ave N and representing Historic Kenwood NA
Earl Waters, 2901 8th Ave N
Darrell Gordon, 2934 Burlington Ave N and representing Historic Kenwood NA
Elizabeth Sise, 2945 3rd Ave N
Traci Boyle, 261 29th St N
Linda Kellett, 242 30th St N and representing Historic Kenwood NA
Laura McGrath, 2900 Burlington Ave N
Howard Hansen, 3810 20th Ave N
Peter Belmont, 102 Fareham Place N
Cross Examination
By City Administration
Waived
By Applicant
Waived

Rebuttal/Closing Remarks
By City Administration
Waived
By Applicant
Waived

Executive Session
Commissioner Wannemacher thanked the residents for coming out to speak so passionately and eloquently; she really enjoyed listening to their stories.

Commissioner Rogo asked about the two non-contributing properties (a building and a property). Ms. Duvekot explained that in one case the primary structure was demolished after fire damage in the 1980s before the National Register District was created and the existing structure is a garage apartment; the other non-contributing property had been altered with stylistic changes.

Commissioner Michaels added his congratulations to the neighborhood and staff for a very well-written report; he will support.

MOTION: Commissioner Michaels moved and Commissioner Rogo seconded a motion to approve the “Kenwood Section-Seminole Park” to be designated as a local historic district to the St. Petersburg Register of Historic Places in accordance with the staff report.

VOTE: YES – Bell, Burke, Michaels, Rogo, Wolf, Wannemacher, Carter
NO – None

Motion passed by a vote of 7 to 0.
STAFF REPORT

COMMUNITY PLANNING AND PRESERVATION COMMISSION

REQUEST FOR LISTING IN THE ST. PETERSBURG REGISTER OF HISTORIC PLACES

For public hearing and recommendation to City Council on October 10, 2017 beginning at 2:00 PM, Council Chambers, City Hall, 175 Fifth Street North, St. Petersburg, Florida

According to Planning and Economic Development Department records, no member of the Community Planning and Preservation Commission resides or has a place of business within 2,000 feet of the proposed district. All other possible conflicts should be declared upon the announcement of the item.

<table>
<thead>
<tr>
<th>CASE NUMBER:</th>
<th>HPC 17-90300003</th>
</tr>
</thead>
<tbody>
<tr>
<td>STREET ADDRESSES:</td>
<td></td>
</tr>
<tr>
<td>2863 Burlington Avenue North;</td>
<td>2935 Third Avenue North;</td>
</tr>
<tr>
<td>2900 Burlington Avenue North;</td>
<td>2945 Third Avenue North;</td>
</tr>
<tr>
<td>2910 Burlington Avenue North;</td>
<td>2949 Third Avenue North;</td>
</tr>
<tr>
<td>2920 Burlington Avenue North;</td>
<td>2963 Third Avenue North;</td>
</tr>
<tr>
<td>2934 Burlington Avenue North;</td>
<td>231 29th Street North;</td>
</tr>
<tr>
<td>2344 Burlington Avenue North;</td>
<td>251 29th Street North;</td>
</tr>
<tr>
<td>2950 Burlington Avenue North;</td>
<td>261 29th Street North;</td>
</tr>
<tr>
<td>2962 Burlington Avenue North;</td>
<td>301 29th Street North;</td>
</tr>
<tr>
<td>2901 Third Avenue North;</td>
<td>230 30th Street North;</td>
</tr>
<tr>
<td>2909 Third Avenue North;</td>
<td>242 30th Street North;</td>
</tr>
<tr>
<td>2921 Third Avenue North;</td>
<td>262 30th Street North; and</td>
</tr>
<tr>
<td>2931 Third Avenue North;</td>
<td>310 30th Street North</td>
</tr>
</tbody>
</table>

| LEGAL ADDRESSES: | |
| Hall's Central Avenue, Subdivision Number Two: | |
| Block 7, west 50.5 feet of Villa Site 10; Block 8, Villa Sites 9-12; | |
| Block 9, east 50 feet of Villa Site 15; | |
| Block 10, Villa Site 2 and east 50 feet of Villa Site 15; | |
| Block 11 (Seminole Park); | |
| Block 12, Villa Site 7 and Villa Site 10 less east 20 feet; | |
| Block 13, Villa Site 7; | |
| Block 14, Villa Sites 1 through 4; and | |
| Block 15, north 67 feet of Villa Site 2 less west 10 feet |

| LANDMARK NAME: | Kenwood Section — Seminole Park Local Historic District |
| OWNER: | Multiple |
| APPLICANTS: | Brenda Gordon, Laura McGrath, and Elizabeth Sise |
| REQUEST: | Designation of the properties noted above as a local historic district to be added to the St. Petersburg Register of Historic Places |
Contents
Background .................................................................................................................. 1
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BACKGROUND

The Kenwood Historic District (referred to herein as the Kenwood National Register Historic District for clarity), a residential area encompassing approximately 375 acres and over 2,000 buildings, was listed in the National Register of Historic Places on June 18, 2003.

During the spring and early summer of 2017, at the request of property owners and the Kenwood Neighborhood Association, City staff held several meetings with residents of the properties within the area of the Kenwood National Register Historic District that directly surrounds Seminole Park, at which the possibility, process, and implications of designating a portion of the National Register district as a local historic district were discussed. Owners of all properties located within the boundaries of the proposed local district considered herein were notified by staff via direct mail invitation of a meeting held on June 5, 2017 at Seminole Park. Present at this meeting were owners representing 11 of the 24 privately-owned parcels within the proposed district. Staff explained the distinction between National Register and local districts and discussed the impacts of local district designation with property owners. In addition to meetings with staff, the applicants conducted an organized and thorough effort to educate property owners both within and surrounding the proposed district on the process and effects of seeking local district designation.

St. Petersburg's Historic Preservation Ordinance, City Code Section 16.30.070.2, specifies that, in order for an application for local historic district designation to be considered complete and proceed to public hearing before the Community Planning and Preservation Commission (CPPC) and City Council, support for the application from owners of 50% + 1 parcels within the district must be shown through ballots issued by City staff. Individual ballots were mailed on August 3, 2017 by staff to each owner of property within the boundaries of the proposed district. These boundaries were suggested by the applicant and evaluated by staff to be in keeping with criteria for local historic district eligibility, as established by City Code and guided by national standards set by the National Park Service.

A total of 33 ballots were mailed to owners of 24 parcels. Per Code, each parcel is counted as a single vote, but conflicting votes from multiple owners of a single parcel shall cancel one another out. The City of St. Petersburg, which owns Seminole Park, was not issued a ballot, but the Parks Department was has been advised of this proposed designation. Votes of support have been received from all owners of 17 of the proposed district's 24 properties, or 71 percent. A vote of opposition was received by one owner (4 percent), and return ballots were not received from owners of the remaining six (25 percent) properties. A sample ballot and summary of returns is included in Appendix D of this report.

A completed Local Landmark Designation Application form and the required fee were received by staff on August 24, 2017. Since ballots showing sufficient support to proceed had already been received by that date, the application was determined to be complete at that time. Prepared by Brenda Gordon, Laura McGrath, and Elizabeth Sise, who own property within the proposed district, the application (Appendix C) includes extensive research on the area's development and thorough documentation of the proposed district's existing conditions and the significance of its
resources. An evaluation of the proposed Kenwood Section – Seminole Park Local Historic District’s eligibility for such designation follows.

STAFF FINDINGS

Narrative Description and Historical Context

**Historical Context**

The southern portion of the Florida peninsula remained largely unsettled through the mid-nineteenth century.\(^1\) The expansion of railroad construction further into the state allowed a growing number of large-scale landowners to begin developing what had previously been agricultural land in the final decades of the 1800s. One such landowner was Peter Demens (born Pyotr Alexeyevitch Dementyev), a Russian immigrant and speculative real estate developer. Partially financed by Philadelphian and fellow area landowner Hamilton Disston, Demens expanded a rail line into, and platted the land that would become St. Petersburg. When the first trains arrived in the newly-named town in 1888, it was home to only 30 residents. By 1892, when St. Petersburg was incorporated as a city, the population had grown to over 300.

Demens did not remain in Florida, but Disston’s brother Jacob and a group of fellow Philadelphia investors including Frank A. Davis, George Gandy, and Charles Hall continued to develop the land surrounding downtown St. Petersburg through the dawn of the twentieth century. Other notable developers included C.M. Roser and C. Perry Snell, whose developments spread north and south of the downtown center. Over 20,000 residential lots were created in St. Petersburg.

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\(^1\) This context statement is distilled from the nomination form for the Kenwood National Register Historic District (8P11176).
between 1911 and 1914 alone. Charles Hall filed the plats for Hall’s Central Avenue Subdivisions No. 1 and No. 2 on January 22 of 1914, creating the parcels within the proposed district and reserving the space that has since remained Seminole Park (Figure 1). As originally platted, the park-front properties were initially intended to be “villa sites,” which were to be the width of two typical residential parcels. Although the majority of these villa sites were further divided to each accommodate two homes, their inclusion on the original plat clearly demonstrates Hall’s intent that the park serve as a premier feature of the neighborhood by elevating the status of those homes that were to front it.

Throughout St. Petersburg, tracks were laid and roads were paved, connecting planned residential neighborhoods to the central business district. Developers, investors, and the City itself began promoting “the Sunshine City” heavily to tourists, transplants, and winter residents. In fact, St. Petersburg became the first American city government to hire a public relations director when John Lodwick was appointed in 1918. Promotional campaigns were successful, and as the city’s population grew, so too did the number of boarding houses, apartments, and hotels.

The Florida Land Boom swept the state beginning in 1920 and peaked in 1925 before crashing in 1926-1927. Construction in St. Petersburg came to a virtual halt, though the local tourism industry remained fairly steady until 1930. The city’s status as an “escape,” being a winter resort town, helped the local economy survive the Great Depression despite the drastic slowdown of construction. Nonetheless, some residential building continued, primarily in the form of the filling-in of empty

Figure 2: Advertisement for Stebbins Homes.
parcels in neighborhoods developed during the Land Boom.

The Kenwood neighborhood was developed rapidly during the 1920s, with many of the houses being constructed by speculative builders. One such builder was A.A. Stebbins, whose residences exhibited the popular Craftsman style. Stebbins promoted his homes as "the acme of quality, or character, of desirability of location and design, at a medium price" (Figure 2). In contrast to homes being built at the time in waterfront subdivisions, construction in the Kenwood neighborhood was primarily intended for middle-class residents. However, as the advertisement reminds readers, affordability was balanced with the goal of incorporating high-quality, unique designs into peaceful and orderly but natural settings, a theme found in many early-twentieth century "streetcar suburbs" across the United States.

The advertisement shown promotes the homes within the proposed district now known as 2900 Burlington Avenue North (pictured), 2910 Burlington Avenue North, 2935 Third Avenue North, and 2945 Third Avenue North. Ultimately, Stebbins constructed at least nine of the proposed district's primary resources between 1925 and 1929, most of which additionally retain their original detached garages as well as a high degree of architectural integrity.

Although tourism essentially ceased during World War II, a number of empty hotels were used as military barracks, resulting in over 100,000 military personnel passing through St. Petersburg in 1942 and 1943. At the war's end, the city's population boomed once more when servicemen who had come to St. Petersburg for training returned to become permanent residents. Post-war development would drift further from the city's center as families, retirees, and winter residents were attracted to decentralized, suburban forms.

Many of the city's Boom-era neighborhoods suffered from neglect as suburbs became more fashionable. Kenwood was no exception; by the early 1990s nearly 90% of its properties were tenant-occupied. The Historic Kenwood Neighborhood Association formed in 1990, with goals that included promoting home ownership, decreasing crime rates, and promoting pride of place. The neighborhood has since accomplished a high proportion of owner-occupied homes, improved Seminole Park with a new pavilion, and hosts an annual "BungalowFest" to celebrate its architectural heritage.

Existing Conditions

Detailed architectural descriptions of each of the 25 properties within the proposed district, including the City-owned Seminole Park, 23 primary residential buildings, and an additional 20 detached garage or garage apartment accessory buildings,\(^2\) is included in the Local Landmark Designation Application (Appendix C). Of the 23 primary buildings, 14 (61 percent) exhibit the Craftsman style, three (13 percent), two (9 percent) are Mediterranean Revival, one (4 percent)
is Prairie style, one (4 percent) is Tudor Revival, and one (4 percent) is Mid-Century. This blend of architectural styles is fairly representative of that found in the Kenwood National Register Historic District as a whole. All accessory buildings within the proposed district are relatively utilitarian and Folk Vernacular in style, although several feature architectural references to the style of the primary building on their properties.

The Kenwood Section – Seminole Park Local Historic District, like the Kenwood National Register Historic District overall, retains the historic landscape characteristics which depict its significance as an early twentieth century suburb. Streets and avenues follow a tidy grid pattern, with blocks generally divided into long and narrow parcels to accommodate a primary residence and accessory garage building. Although Charles Hall's original plans called for the park-facing properties to be developed into larger “villa sites,” the majority of the properties within the proposed district were ultimately constructed with more modestly-sized homes on narrower pieces of land, likely a result of the high demand for affordable housing as the area became more established and the Land Boom of the 1920s accelerated. The only home that occupies a full villa site is the Tudor Revival house located at 2920 Burlington Avenue. It, like the proposed district’s mid-century homes which also occupy lots larger than half of a villa site, maintains the neighborhood’s consistent setback from the street and adds to a sense of architectural variety and interest as a viewer passes through the proposed district.

Blocks are generally divided in half by alleyways running east-west through their centers. This allows vehicular access to garages (which are primarily detached) to occur from the rear of the property, resulting in houses with facades that are entirely pedestrian-oriented and connected to the street via walkways stretching from front porches and stoops to sidewalks. This neighborhood design reflects both the growing importance of automobiles, which were prevalent enough that homes were consistently constructed with garages, and the retention of the traditional urban housing form, which placed front porches at “conversation distance” from sidewalks and, therefore, friendly interactions with neighbors.

Burlington and Third Avenues North retain their historic vitrified brick pavement; Burlington Avenue North, 30th Street North, and many of the pathways through Seminole Park retain concrete hex block sidewalks, and granite curbs remain in place throughout the majority of the proposed district. These historic landscape features are protected by St. Petersburg's Traditional Streetscape Policy, and their continued presence heightens the sense of connection to the past that permeates the proposed district. Mature street trees create a dense canopy that further

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3 The Local Landmark Designation Application, following the National Register Nomination Documentation form, uses stylistic terminology generally derived from nationwide studies of period architecture. For the purposes of this report, however, classifications of architectural style are based upon St. Petersburg's Design Guidelines for Historic Properties, which were written following a thorough study of the local building stock and use terms that have been adapted slightly in order to accurately describe local resources. The primary discrepancies in this case is the local use of “Folk Vernacular” over “Frame Vernacular” and the reclassification of mid-twentieth century “Vernacular” buildings as either Minimal Traditional or Mid-Century.
connects each individual property to the surrounding neighborhood, the street, Seminole Park, and to one another.

Although a thorough description of the proposed district’s individual resources is included in the attached Local Landmark Designation Application, several properties are worth noting herein. The first, the property at 2931 Third Avenue North, contains only the building originally constructed as a garage apartment. The primary house, a one-story building constructed circa 1925 and relocated to the address in 1934, was demolished after extensive damage was caused by a fire in 1985. Since a structure once occupied the southern portion of the property and its removal occurred well after the conclusion of the proposed district’s period of significance, staff recommends that the vacant space be listed as non-contributing, though the remaining garage apartment is certainly a contributing building to the proposed district.

A second property that has changed over time is that at 3012 29th Street North, a Mid-Century style house constructed in 1951. This building is listed as a contributing property to the Kenwood National Register Historic District, and is noted in survey remarks as being “representative of the historic architecture located in the area.” Since the time of that survey, however, the property has been further altered by the addition of a hip roofed entry porch with arched openings and boldly articulated window surrounds replacing earlier brick faux shutters. While these alterations reference the Mediterranean Revival style that is historically present throughout the Kenwood National Register Historic District, the removal of character-defining elements of its streamlined Mid-Century style lead staff to recommend that it be listed as a non-contributing property to the Kenwood Section – Seminole Park Local Historic District.

Boundary Justification
The proposed district’s boundaries encompass all properties fronting Seminole Park, including the properties that are diagonally adjacent to the park (Figure 4). The inclusion of these “corners”

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is intended to capture the entryways into the district, thus preserving the cohesive feeling that permeates this area.

These boundaries were proposed by the applicants after several conversations with staff concerning the most appropriate method of capturing this historically significant portion of the much larger, but no less significant, Kenwood National Register Historic District. The significance of the Kenwood Section – Seminole Park Local Historic District is derived both from its concentration of contributing resources to the Kenwood National Register Historic District and from its importance as a collection of park-front homes whose designs were intended to interact with Seminole Park as a community resource. Staff, therefore, sees the goals of establishing the boundaries for this proposed local historic district as twofold: the boundaries should encompass a cohesive set of historic resources, and the boundaries should be inclusive enough to capture all properties that relate to the park. As discussed further below, this approach is consistent with St. Petersburg City Code Section 16.30.070.2.5.D, Criteria for designation of property.

Figure 4: Proposed Boundaries and Contributing Properties to Kenwood Section – Seminole Park Local Historic District
### Contributing Properties

<table>
<thead>
<tr>
<th>Address</th>
<th>FMSF No.</th>
<th>Style</th>
<th>Builder</th>
<th>Date of Construction</th>
</tr>
</thead>
<tbody>
<tr>
<td>Seminole Park</td>
<td>--</td>
<td>Designed Landscape</td>
<td>Charles Hall, designer and grantor of land</td>
<td>Deeded to City of St. Petersburg in 1914</td>
</tr>
</tbody>
</table>

#### Third Avenue North (Fourth Avenue North prior to 1928)

<table>
<thead>
<tr>
<th>Address</th>
<th>FMSF No.</th>
<th>Style</th>
<th>Builder</th>
<th>Date of Construction</th>
</tr>
</thead>
<tbody>
<tr>
<td>2901 Third Ave N</td>
<td>8PI07986</td>
<td>Craftsman</td>
<td>A.A. Stebbins</td>
<td>1927</td>
</tr>
<tr>
<td>Garage</td>
<td></td>
<td>Folk Vernacular</td>
<td>A.A. Stebbins</td>
<td>1927</td>
</tr>
<tr>
<td>2909 Third Ave N</td>
<td>8PI07985</td>
<td>Craftsman</td>
<td>A.A. Stebbins</td>
<td>1927</td>
</tr>
<tr>
<td>Garage</td>
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<td>Folk Vernacular</td>
<td>A.A. Stebbins</td>
<td>1927</td>
</tr>
<tr>
<td>2921 Third Ave N</td>
<td>8PI07984</td>
<td>Craftsman</td>
<td>A.A. Stebbins</td>
<td>1927</td>
</tr>
<tr>
<td>Garage</td>
<td></td>
<td>Folk Vernacular</td>
<td>A.A. Stebbins</td>
<td>1927</td>
</tr>
<tr>
<td>2931 Third Ave N</td>
<td>8PI07983</td>
<td>Folk Vernacular</td>
<td>Unknown; moved by Harry J. Murphy (original location on 2700 block of 36th Ave N)</td>
<td>c. 1925 (moved 1934)</td>
</tr>
<tr>
<td>Garage Apartment</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2935 Third Ave N</td>
<td>8PI07982</td>
<td>Craftsman</td>
<td>A.A. Stebbins</td>
<td>c. 1926</td>
</tr>
<tr>
<td>Garage</td>
<td></td>
<td>Folk Vernacular</td>
<td>A.A. Stebbins</td>
<td>c. 1926</td>
</tr>
<tr>
<td>2945 Third Ave N</td>
<td>8PI07981</td>
<td>Craftsman</td>
<td>A.A. Stebbins</td>
<td>c. 1926</td>
</tr>
<tr>
<td>Garage</td>
<td></td>
<td>Folk Vernacular</td>
<td>A.A. Stebbins</td>
<td>c. 1926</td>
</tr>
<tr>
<td>2949 Third Ave N</td>
<td>8PI07980</td>
<td>Craftsman</td>
<td>F.A. Parker</td>
<td>1925</td>
</tr>
<tr>
<td>Garage Apartment</td>
<td></td>
<td>Folk Vernacular</td>
<td>F.A. Parker</td>
<td>1925</td>
</tr>
<tr>
<td>2963 Third Ave N</td>
<td>8PI07979</td>
<td>Craftsman</td>
<td>F.A. Parker</td>
<td>1925</td>
</tr>
<tr>
<td>Garage Apartment</td>
<td></td>
<td>Folk Vernacular</td>
<td>Unknown</td>
<td>Before 1946</td>
</tr>
<tr>
<td>3001 Third Ave N</td>
<td>8PI07978</td>
<td>Prairie</td>
<td>Harry Foster</td>
<td>1925</td>
</tr>
<tr>
<td>(310 30th St N)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Garage</td>
<td>8PI07978</td>
<td>Folk Vernacular</td>
<td>Harry Foster</td>
<td>1926</td>
</tr>
<tr>
<td>Address</td>
<td>FMSF No.</td>
<td>Style</td>
<td>Builder</td>
<td>Date of Construction</td>
</tr>
<tr>
<td>--------------------------</td>
<td>-----------</td>
<td>---------------------</td>
<td>----------------------------------------------</td>
<td>----------------------</td>
</tr>
<tr>
<td><strong>29th Street North</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>231 29th St N</td>
<td>8PI11150</td>
<td>Minimal Traditional</td>
<td>Paul Heritage for Merl E. Ludwick (Owner)</td>
<td>1951</td>
</tr>
<tr>
<td>251 29th St N</td>
<td>8PI07695</td>
<td>Craftsman</td>
<td>A.A. Stebbins</td>
<td>1929</td>
</tr>
<tr>
<td>Garage Apartment</td>
<td>--</td>
<td>Folk Vernacular</td>
<td>A.A. Stebbins</td>
<td>1929</td>
</tr>
<tr>
<td>261 29th St N</td>
<td>8PI07696</td>
<td>Craftsman</td>
<td>A.A. Stebbins</td>
<td>1925</td>
</tr>
<tr>
<td>Garage</td>
<td>--</td>
<td>Folk Vernacular</td>
<td>A.A. Stebbins</td>
<td>1925</td>
</tr>
<tr>
<td><strong>30th Street North</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>230 30th St N</td>
<td>8PI07699</td>
<td>Mediterranean Revival</td>
<td>Cade Allen</td>
<td>1938</td>
</tr>
<tr>
<td>242 30th St N</td>
<td>8PI07700</td>
<td>Mediterranean Revival</td>
<td>Unknown, for owner Jack Cornelison</td>
<td>1926</td>
</tr>
<tr>
<td>262 30th St N</td>
<td>8PI11154</td>
<td>Mid-Century</td>
<td>A.L. Pfau, Jr. – Architect Fox &amp; Fox – Contractors</td>
<td>1949</td>
</tr>
<tr>
<td><strong>Burlington Avenue North (Third Avenue North prior to 1928)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2863 Burlington Ave N</td>
<td>8PI07800</td>
<td>Craftsman</td>
<td>Julius Johnson</td>
<td>1935</td>
</tr>
<tr>
<td>Garage</td>
<td>8PI07800</td>
<td>Folk Vernacular</td>
<td>Julius Johnson</td>
<td>1935</td>
</tr>
<tr>
<td>2900 Burlington Ave N</td>
<td>8PI07309</td>
<td>Craftsman</td>
<td>A.A. Stebbins</td>
<td>1925</td>
</tr>
<tr>
<td>Garage</td>
<td>8PI07309</td>
<td>Folk Vernacular</td>
<td>A.A. Stebbins</td>
<td>1925</td>
</tr>
<tr>
<td>2910 Burlington Ave N</td>
<td>8PI07801</td>
<td>Craftsman</td>
<td>A.A. Stebbins</td>
<td>1925</td>
</tr>
<tr>
<td>Garage</td>
<td>8PI07801</td>
<td>Folk Vernacular</td>
<td>A.A. Stebbins</td>
<td>1925</td>
</tr>
<tr>
<td>2920 Burlington Ave N</td>
<td>8PI07131</td>
<td>Tudor Revival</td>
<td>Christ Neilson for Mrs. Gorda Johnson</td>
<td>1929</td>
</tr>
<tr>
<td>Address</td>
<td>FMSF No.</td>
<td>Style</td>
<td>Builder</td>
<td>Date of Construction</td>
</tr>
<tr>
<td>------------------------</td>
<td>----------</td>
<td>--------------</td>
<td>---------------</td>
<td>-----------------------</td>
</tr>
<tr>
<td>Garage</td>
<td>8PI07131</td>
<td>Folk Vernacular</td>
<td>Unknown</td>
<td>c. 1929</td>
</tr>
<tr>
<td>2934 Burlington Ave N</td>
<td>8PI07310</td>
<td>Minimal Traditional</td>
<td>Grace L. Bateman</td>
<td>1939</td>
</tr>
<tr>
<td>Garage</td>
<td>8PI07310</td>
<td>Folk Vernacular</td>
<td>Grace L. Bateman</td>
<td>1939</td>
</tr>
<tr>
<td>2944 Burlington Ave N</td>
<td>8PI07802</td>
<td>Craftsman</td>
<td>Unknown</td>
<td>c. 1927</td>
</tr>
<tr>
<td>Garage</td>
<td>--</td>
<td>Folk Vernacular</td>
<td>Unknown</td>
<td>c. 1927</td>
</tr>
<tr>
<td>2950 Burlington Ave N</td>
<td>8PI07311</td>
<td>Minimal Traditional</td>
<td>Unknown</td>
<td>c. 1941</td>
</tr>
<tr>
<td>Garage</td>
<td>--</td>
<td>Folk Vernacular</td>
<td>Unknown</td>
<td>c. 1941</td>
</tr>
<tr>
<td>2962 Burlington Ave N</td>
<td>8PI07803</td>
<td>Craftsman</td>
<td>Unknown</td>
<td>1923 or earlier</td>
</tr>
<tr>
<td>Garage</td>
<td>8PI07803</td>
<td>Folk Vernacular</td>
<td>Unknown</td>
<td>c. 1923</td>
</tr>
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</table>

Non-Contributing Properties

<table>
<thead>
<tr>
<th>Address</th>
<th>FMSF No.</th>
<th>Style</th>
<th>Builder</th>
<th>Date of Construction</th>
</tr>
</thead>
<tbody>
<tr>
<td>301 29th St N</td>
<td>8PI11151</td>
<td>Mid-Century</td>
<td>J.H. Mudge</td>
<td>1951</td>
</tr>
</tbody>
</table>

Historic Significance and Satisfaction of Eligibility Criteria

**Summary**

Staff finds the proposed Kenwood Section – Seminole Park Local Historic District, with a period of significance spanning from 1914, when its parcels were laid out and central Seminole Park was deeded to the City of St. Petersburg, to 1951, when its final contributing property was constructed, to be eligible for the St. Petersburg Register of Historic Places. The proposed district meets four of the nine criteria for significance as a local historic landmark, and all seven of seven aspects of historic integrity.

**Criteria for Significance**

Eligibility for the St. Petersburg Register of Historic Places is determined through evaluations of age, context, and integrity under a two-part test as found in Section 16.30.070.2.5(D) of the City Code. Under the first test, historic documentation demonstrates that contributing resources within the proposed district were constructed between 1923 and 1951, meaning that they range...
from 67 to 94 years in age. This surpasses the 50-year mark, which serves as the general milestone at which resources begin to be considered potentially historic.

Evaluation of potential local historic landmarks then considers a resource’s historic significance with relation to nine criteria. One or more of these criteria must be met in order for a property to qualify for designation as an individual landmark or district to be placed in the St. Petersburg Register. The nine criteria are based off of the National Park Service’s criteria for placement in the National Register of Historic Places, and are designed to assess resources’ importance in a given historic context with objectivity and comprehensiveness. In the case of the proposed Kenwood Section – Seminole Park Local Historic District, staff finds that the resource satisfies the St. Petersburg Register criteria as follows.

<table>
<thead>
<tr>
<th>Is at least one of the following criteria for eligibility met?</th>
</tr>
</thead>
<tbody>
<tr>
<td>A B C D E F G H I</td>
</tr>
<tr>
<td>Y N N Y Y Y Y N N</td>
</tr>
</tbody>
</table>

A) Its value is a significant reminder of the cultural or archaeological heritage of the City, state or nation;

In the area of Community Planning and Development, the Kenwood Section – Seminole Park Local Historic District serves as a significant representation of an early twentieth century suburb. This significance was recognized through the listing of the larger Kenwood National Register Historic District by the National Park Service in 2003. The Kenwood Section – Seminole Park Local Historic District’s uniform grid, auto access via rear alleys, and central community space uphold this significance to a remarkable degree.

E) Its value as a building is recognized for the quality of its architecture, and it retains sufficient elements showing its architectural significance;

The proposed district contains a collection of 23 primary houses,\(^5\) of which 22 are recommended for designation as contributing buildings. While individually these buildings may not each represent a high style, collectively they successfully depict both the stylistic tastes and desired housing forms of St. Petersburg’s middle-class residents during the early twentieth century. As illustrated in Figure 5, the predominant style in the district is Craftsman, though Mediterranean Revival, Minimal Traditional, Mid-Century, Tudor Revival, and Prairie are also represented.

This collection is representative of the architectural significance of the Kenwood National Register Historic District as a whole. According to the National Register of Historic Places designation documentation,

\(^5\) In the case of this stylistic evaluation, the style of accessory units such as garages and garage apartments (which generally have minimal visibility from the street) is being excluded in order to best demonstrate the district’s overall architectural aesthetic and eliminate the overrepresentation of their Folk Vernacular style. For this reason, the property at 2931 Third Avenue North, which is a garage apartment whose primary residence was demolished following fire damage in 1985, is not included in the above numbers.
There are a wide variety of architectural styles in Kenwood Historic District, reflecting popular twentieth century styles from 1913 to 1953. Outbuildings are generally vernacular in style or reflect the architectural style of the associated residence. The majority of the houses within the district are Frame Vernacular or Craftsman Bungalow. Buildings of this type were constructed throughout the period of significance...

There are more than 500 Craftsman Bungalow style buildings within the Kenwood Historic District. The Craftsman style was the most popular design for small residential buildings built throughout the country in the first three decades of the twentieth century. Influenced by the English Arts and Crafts Movement and Oriental and Indian architecture, the style was popularized by the work of two brothers, Charles S. and Henry M. Greene. The Greenes designed a number of large, elaborate prototypes of the style. Their innovative designs received a significant amount of publicity in national magazines. By the turn of the century, the design had been adapted to smaller houses, commonly referred to as bungalows. It was this scaled down version of the Craftsman style that became a ubiquitous feature of Florida’s residential neighborhoods during the early twentieth Century.6

6 National Register of Historic Places, Kenwood Historic District, St. Petersburg, Pinellas County, Florida, National Register #03000729, Section 7, Page 4.
F) It has distinguishing characteristics of an architectural style valuable for the study of a period, method of construction, or use of indigenous materials; The proposed district’s concentration of houses dating to the speculative building frenzy of the Florida Land Boom represents an incredibly important chapter in the development of St. Petersburg as the “Sunshine City,” a destination for retirees, winter residents, and families seeking a fresh start in a friendly climate. Despite their modest scale relative to the more opulent construction occurring at the time in high-end developments such as North Shore and Roser Park, the style of the homes within the proposed Kenwood Section – Seminole Park Local Historic District demonstrate thoughtful design

G) Its character is a geographically definable area possessing a significant concentration, or continuity of sites, buildings, objects or structures united in past events or aesthetically by plan or physical development; The proposed district possesses a high concentration of not only historically significant buildings, but structures such as vitrified brick streets, granite curbs, and hex block sidewalks, all of which are linked by their relationship to Seminole Park. The resources within the proposed Kenwood Section – Seminole Park Local Historic District are united by Charles Hall’s original plan and by the buildings with which it was filled out, primarily by Land Boom-era speculative builders.

Historic Integrity
The second portion of the two-part evaluation for eligibility for listing in the St. Petersburg Register of Historic Places questions whether at least one of seven factors of historic integrity have been met. In the case of the proposed Kenwood Section – Seminole Park Local Historic District, staff finds all seven factors to remain intact.

Is at least one of the following factors of integrity met?

<table>
<thead>
<tr>
<th>Location</th>
<th>Design</th>
<th>Setting</th>
<th>Materials</th>
<th>Workmanship</th>
<th>Feeling*</th>
<th>Association*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
</tr>
</tbody>
</table>

*Must be present in addition to at least one other factor.

Location
Nearly all properties within the proposed district remain in their original locations. The garage apartment at 2931 Third Avenue North was moved into the district in 1934, during its period of significance, a move which has therefore become historic in its own rite.

Design
The intended design of both the district overall and its individual properties has been well-preserved. Although a number of the original “Villa Sites” in Hall’s plan were subdivided during the Land Boom of the 1920s as the area began to cater to demands for working-class housing, these changes to the plan have gained significance as representations of the housing needs of the community during the period of significance. The individual buildings, sites, and structures within the district have maintained their historic designs to a large degree, with 22 of the proposed district’s 24 parcels remaining entirely contributing.
Setting
The proposed district is entirely surrounded by the Kenwood National Register Historic District, which remains a vibrant and intact historic residential neighborhood.

Materials
Although some individual properties have seen alterations such as the application of aluminum siding and the replacement of windows, which has somewhat diminished this aspect of integrity, the district as a whole maintains sufficient historic materials to allow the viewer to read the district in its entirety as being composed of historic materials.

Workmanship
Workmanship is defined by the National Park Services as “the physical evidence of the crafts of a particular culture or people during any given period of history.” The proposed Kenwood Section – Seminole Park Local Historic District serves as physical documentation of the historic construction techniques that were prevalent during its period of significance. The aesthetic principals that guided the area’s development remain visible in the way that the landscapes and individual resources were constructed, from hand-laid brick streets to carefully-detailed exposed rafters visible among the Craftsman residences.

Feeling
Feeling, a resource’s aesthetic or historic sense of a particular period of time, permeates the proposed district through its visible and undeniable representation of an early-twentieth century suburb.

Association
Association is generally defined as the link between a resource and an important historic event. In the case of the proposed Kenwood Section – Seminole Park Local Historic District, its retention of the other six aspects of integrity and continued use as a residential neighborhood with traditional traffic flow and connection to its central park provide this link and allow the district to represent its historic nature.

CHARACTER-DEFINING FEATURES
In addition to the architectural significance of each property, the proposed Kenwood Section – Seminole Local Historic District’s overall significance is enhanced by elements that unite its resources, including:

- Its properties’ relationship to Seminole Park as an open and public recreational space;
- Consistent front setbacks;
- Overall consistency of scale with primary residences generally one story in height and accessory buildings ranging from one to two stories;

• Vehicular access generally limited to the rear of properties via alleyways; and
• Remaining historic streetscape materials throughout the district, including hexagonal concrete block sidewalks, granite curbs, and vitrified brick pavement present along the avenues.

PROPERTY OWNER CONSENT AND IMPACT OF DESIGNATION

Ballots to determine support of this application were mailed to 33 owners of the 24 parcels within the boundaries of this proposed district on August 3, 2017. As established by City Code, ballots expressing the support of owners of 50% plus one parcels within a proposed local historic district must be returned to City staff within 60 days. As detailed in Appendix D, sufficient support to proceed with this application was received by staff on August 23, 2017. Supportive votes representing an additional four parcels were also received as of the writing of this report, to total a support rate of 71 percent. One ballot (4 percent) expressing non-support was received. Ballots representing six (25 percent) of parcels were never returned.

Since this proposed district is within an area already designated as a National Register historic district, certain benefits such as the Ad Valorem Tax Exemption for Rehabilitation and relief from some requirements of the Florida Building Code are already available to property owners. Additional listing at the local level will provide a heightened degree of protection against unnecessary demolition and unsympathetic alterations and infill construction through design reviews to be conducted by staff of the Urban Planning and Historic Preservation Division under the guidance of the Community Planning and Preservation Commission. The creation and preservation of historic districts enhances the city's historic character, fulfills the City's goals as a Certified Local Government in Historic Preservation, and reinforces a strong sense of place.

CONSISTENCY WITH ST. PETERSBURG’S COMPREHENSIVE PLAN, EXISTING LAND USE PLAN, AND FUTURE LAND USE PLAN

The proposed local historic landmark district designation is consistent with the City’s Comprehensive Plan, relating to the protection, use and adaptive reuse of historic buildings. The local landmark designation will not affect the Future Land Use Map (FLUM) or zoning designations, nor will it significantly constrain any existing or future plans for the development of the City. The proposed landmark designation is consistent with the following objectives:

**Objective LU10:** The historic resources locally designated by the St. Petersburg City Council and Community Planning and Preservation Commission (CPPC) shall be incorporated onto the Land Use Map or map series at the time of original adoption, or through the amendment process, and protected from development and redevelopment activities consistent with the provisions of the Historic Preservation Element and the Historic Preservation Ordinance.

**Objective LU26:** The City’s LDRs shall continue to support the adaptive reuse of existing and historic buildings in order to maximize the use of existing infrastructure, preserve natural areas from being harvested for the production of construction materials, minimize the vehicle miles traveled for transporting new construction materials over long distances, preserve existing natural
carbon sinks within the City, and encourage the use of alternative transportation options.

**Policy LU10.1:** Decisions regarding the designation of historic resources shall be based on the criteria and policies outlined in the Historic Preservation Ordinance and the Historic Preservation Element of the Comprehensive Plan.

**Policy HP2.3:** The City shall provide technical assistance to applications for designation of historic structures and districts.

**Policy HP2.6:** Decisions regarding the designation of historic resources shall be based on National Register eligibility criteria and policies outlined in the Historic Preservation Ordinance and the Comprehensive Plan. The City will use the following selection criteria [for city initiated landmark designations] as a guideline for staff recommendations to the CPC and City Council:

- National Register or DOE status
- Prominence/importance related to the City
- Prominence/importance related to the neighborhood
- Degree of threat to the landmark
- Condition of the landmark
- Degree of owner support

**Policy HP2.7:** An applicant may bring before the Commission designated in the Land Development Regulations and City Council for nomination as a City-initiated landmark district an area designated as a National Register of Historic Places district and not designated as a local landmark district, provided that the applicant secures approval from the owners of the properties in the proposed district as required by the Historic and Archaeological Preservation Overlay section of the Land Development Regulations.

**DISTRICT NAME**

The name recommended by staff for this designation, "Kenwood Section – Seminole Park Local Historic District" follows a pattern that staff concludes will be useful as the City of St. Petersburg’s historic preservation program continues to grow in the future. Local criteria, evaluations, and standards for designation are ultimately guided by the National Park Service and its approach to resources listed in the National Register of Historic Places. In that case, the National Park Service suggests choosing a name "that best reflects the property's historic importance or was commonly used for the property during the period of significance" when preparing nominations for the National Register of Historic Places. In naming districts, it is further suggested that designation applicants

Use traditional terms such as “village,” “ranch,” “courthouse square,” or “townsite,” or the generic terms “historic district” or “archaeological district,” to indicate the kind of district when naming districts based on their location or historic ownership. Modifiers such as “prehistoric,” “commercial,” “civic,” “rural,” “industrial,” or “residential” may also be used to define the predominant
historic quality of a district. Names of historic and archaeological districts should reflect the area as a whole rather than specific resources within it.\(^8\)

As discussed above, the significance of the potential local historic district being discussed herein was initially established by the listing of the Kenwood National Register Historic District in the National Register of Historic Places. Additionally, the Historic Preservation Element of the St. Petersburg Comprehensive Plan, effective April 15, 2016, establishes the goal of local designation of St. Petersburg’s National Register-listed districts, given that owner support is shown through the ballot process established by the Historic Preservation Ordinance.

The Kenwood National Register Historic District encompasses numerous individual subdivisions platted and developed over several decades. In the case of this application, staff has determined that it is reasonable for this small but enveloping grouping, which has demonstrated overwhelming support, to apply for designation as a local historic district. In the Kenwood Section — Seminole Park Local Historic District, the name of the larger Kenwood National Register Historic District is referenced through the prefix, Kenwood Section. This is done in order to accommodate for any other groupings within the Kenwood National Register Historic District that may seek local designation in a similar manner in the future.

RECOMMENDATION

Given the Kenwood Section — Seminole Park Local Historic District’s satisfaction of the criteria for designation as a local historic district to be added to the St. Petersburg Register of Historic Places, staff recommends approval of Case No. HPC 17-90300003, thus referring the issue to City Council for public hearing and a final determination.

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REFERENCES


Appendix A

Maps of Subject Property
Kenwood Section - Seminole Park
Local Historic District Proposed Boundaries:
File No. 17-90300002
2ND AVE N
4TH AVE N
Seminole Park
3RD AVE N
31ST ST N
28TH ST N
29TH ST N
30TH ST N
Burlington Ave N
2ND Ave N
Appendix B
Additional Staff Photographs
Figure 1: Contributing resources and historic landscape elements along Third Avenue North, facing west. Seminole Park is visible at left.

Figure 2: H.A. Farmer stamp in hexagonal concrete block sidewalk adjacent to Seminole Park.
Figure 3: Rockmart vitrified brick pavement, Third Avenue North

Figure 4: Seminole Park and non-contributing gazebo, facing southwest
Figure 5: Non-contributing playground within Seminole Park, facing southwest

Figure 6: Gazebo at center of Seminole Park, facing northeast
Figure 7: Resources along Third Avenue North, facing northeast

Figure 8: Resources along Burlington Avenue North, facing southeast
Figure 9: Alley north of Third Avenue North, facing west

Figure 10: Privacy fencing and hex block sidewalk along 29th Street North, facing north
Appendix C
Local Landmark Designation Application
1. NAME AND LOCATION OF PROPERTY

   historic name    Historic Kenwood Seminole Park Local Historic District
   other names/site number    Hall's Central Avenue #2 Subdivision: homes surrounding Seminole Park
   address    3rd Ave. N.; 230, 242, 262 30th St. N.; 231, 251, 261, 301 29th St. N.

2. PROPERTY OWNER(S) NAME AND ADDRESS

   name    See attached
   street and number    See attached
   city or town    St. Petersburg
   state    FL
   zip code    33713
   phone number (h)    (w)

3. NOMINATION PREPARED BY

   name/title    Brenda Gordon, Laura McGrath, Elizabeth Sise
   organization    Property Owners
   date prepared    8/24/17
   signature    

4. BOUNDARY DESCRIPTION AND JUSTIFICATION

   Describe boundary line encompassing all man-made and natural resources to be included in designation (general legal description or survey). Attach map delimiting proposed boundary. (Use continuation sheet if necessary)

   See continuation sheet

5. GEOGRAPHIC DATA

   acreage of property    More than one acre
   property identification number    See Florida Master Site File Attachment
### Historic Kenwood Seminole Park Local Historic District

#### Name of Property

---

### 6. FUNCTION OR USE

<table>
<thead>
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<th>Historic Functions</th>
<th>Current Functions</th>
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</thead>
<tbody>
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<td>Residential: single family, and one duplex</td>
<td>Residential: single family, two duplex</td>
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</tbody>
</table>

---

### 7. DESCRIPTION

#### Architectural Classification

<table>
<thead>
<tr>
<th>Text</th>
<th>Materials</th>
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<tr>
<td>Craftsman bungalow (14), Mediterranean Revival (2), Minimal Traditional (2), Masonry Vernacular (2), Frame Vernacular (2), Tudor Revival (1), Prairie (1)</td>
<td>Wood, stucco, terra cotta tile, concrete block</td>
</tr>
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</table>

#### Narrative Description

On one or more continuation sheets describe the historic and existing condition of the property use conveying the following information: original location and setting; natural features; pre-historic man-made features; subdivision design; description of surrounding buildings; major alterations and present appearance; interior appearance;

---

### 8. NUMBER OF RESOURCES WITHIN PROPERTY

<table>
<thead>
<tr>
<th>Contributing</th>
<th>Noncontributing</th>
<th>Resource Type</th>
<th>Contributing resources previously listed on the National Register or Local Register</th>
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<td>4</td>
<td></td>
<td>Sites</td>
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<tr>
<td></td>
<td></td>
<td>Structures</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Objects</td>
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</tr>
<tr>
<td></td>
<td></td>
<td>Total</td>
<td>Number of multiple property listings</td>
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</tbody>
</table>
### Historic Kenwood Seminole Park Local Historic District

**Name of Property**

#### 9. STATEMENT OF SIGNIFICANCE

<table>
<thead>
<tr>
<th>Criteria for Significance</th>
<th>Areas of Significance</th>
</tr>
</thead>
<tbody>
<tr>
<td>☑ Its value is a significant reminder of the cultural or archaeological heritage of the City, state, or nation.</td>
<td>Architecture, Community Planning &amp; Development, Park</td>
</tr>
<tr>
<td>☐ Its location is the site of a significant local, state, or national event.</td>
<td></td>
</tr>
<tr>
<td>☑ It is identified with a person or persons who significantly contributed to the development of the City, state, or nation.</td>
<td></td>
</tr>
<tr>
<td>☑ It is identified as the work of a master builder, designer, or architect whose work has influenced the development of the City, state, or nation.</td>
<td></td>
</tr>
<tr>
<td>☑ Its value as a building is recognized for the quality of its architecture, and it retains sufficient elements showing its architectural significance.</td>
<td></td>
</tr>
<tr>
<td>☑ It has distinguishing characteristics of an architectural style valuable for the study of a period, method of construction, or use of indigenous materials.</td>
<td></td>
</tr>
<tr>
<td>☑ Its character is a geographically definable area possessing a significant concentration, or continuity or sites, buildings, objects or structures united in past events or aesthetically by plan or physical development.</td>
<td></td>
</tr>
<tr>
<td>☑ Its character is an established and geographically definable neighborhood, united in culture, architectural style or physical plan and development.</td>
<td></td>
</tr>
<tr>
<td>☐ It has contributed, or is likely to contribute, information important to the prehistory or history of the City, state, or nation.</td>
<td></td>
</tr>
</tbody>
</table>

**Narrative Statement of Significance**

(Explain the significance of the property as it relates to the above criteria and information on one or more continuation sheets. Include biographical data on significant person(s), builder and architect, if known.)

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### 10. MAJOR BIBLIOGRAPHICAL REFERENCES

(Cite the books, articles, and other sources used in preparing this form on one or more continuation sheets.)
St. Petersburg Local Landmark Designation Application

Name of property        Kenwood Historic Seminole Park Local Historic District

Continuation Section

Page _______
St. Petersburg Landmark Designation Application

Name of Property: Historic Kenwood Section - Seminole Park Local Historic District Page 1

Boundary Description and Justification

The boundary of the proposed Seminole Park Historic District consists of all of the lots facing Historic Kenwood’s Seminole Park and is located within Hall’s Central North #2 subdivision. The properties are located as follows:

- Burlington Avenue North between 29th and 30th Streets North, extending to the alley immediately south of Burlington Avenue
- Third Avenue North between 29th and 30th Streets North
- 29th Street North between Burlington Avenue North and Third Avenue North
- 30th Street North between Burlington Avenue North and Third Avenue North.
- corner properties that are diagonal to the park: those on the northwest corner of Third Avenue North and 30th Street; the southwest corner Burlington Avenue North and 30th Street; the southeast corner of 29th Street North and Burlington Avenue, and the northeast corner of 29th Street North and Third Avenue.

Thus, the proposed district includes those properties with visible sightlines from diagonal corners of the park as well as those directly facing it. The total number of lots is 24, and the total number of structures, including homes plus the accompanying alley-facing garages and/or garage-apartments is 42.

Physical Description

Hall’s Central North #2 subdivision was platted in 1912 by developer Charles R. Hall as grid of red brick streets with granite curbs, hexagonal shaped paver sidewalks, and alley-facing garages. The lots were long and narrow to accommodate the house at the front of the lot and the garage at the back. Most of the lots on Burlington Avenue and Third Avenue North are 45 or 50 feet wide by 127 feet long; one is 90 feet wide by 127 feet long. Most of those on 29th and 30th Streets North are 127 feet wide and have varying depths. One of those parcels on 29th Street was divided in half. The alleys are paved, and utilities and trash collection are almost entirely located there.

Hall’s advertisements from 1916 entice potential buyers with description of “stately pines and beautiful oaks with perfectly paved brick streets leading to each home,” its “high elevation,” and “location away from the hotels, boarding houses and hotels” of downtown. At that time, the subdivision was advertised as “Poinciana Park.”

Today, the original red Rockport brick is still in place on Burlington and 3rd Avenues. Sadly, the brick was eventually paved over with asphalt on 29th and 30th Streets. But the original granite curbs are still in excellent condition on the Avenues and the Streets surrounding Seminole Park. Remarkably, the hexagonal paver sidewalks (many with original blocks) are still in place around the park and in front of many homes - and are well utilized every day by walkers and joggers. The tree canopy lining the streets is lush and green, enhanced by a city-sponsored oak tree planting effort back in the early 1990’s.
Amusingly, a few of the old growth pine trees (which at one time covered the entire Pinellas peninsula) still stand tall in Seminole Park, and one beautiful specimen graces the backyard at 2920 Burlington. The proposed historic district, like the surrounding Historic Kenwood neighborhood, is flat and has well drained sandy soil. Landscaping varies from home to home, including traditional foundation plantings fronted by lawns and yards that are largely comprised of colorful plantings and hardscape. With the highest elevation in St. Petersburg at 52 feet, residents don’t have to worry about flooding.

Central to the proposed district, of course, is Seminole Park which covers a full square block. Residents of Historic Kenwood developed a comprehensive park plan, which was adopted by the city, to outline functional areas for playground, wide grassy areas for play, and shady seating. A children’s playground and a metal picnic pavilion are at the west end, and presiding in the very middle of the park is the Seminole Park Pavilion. Designed by architect Tom Kensler and built by 70 Historic Kenwood volunteers in 1995 with grant funds from the city, the pavilion echoes the distinctive elements of a Craftsman style front porch. The pavilion is a well-known focal point for Historic Kenwood’s signature events including BungalowFest and Pinot in the Park, plus the annual Founder’s Day community picnic, monthly Kenwood Kidz activities and a host of other activities.

**Property Descriptions**

**Seminole Park Historic District Homes**

*(Organized as a walk around the park, beginning with a premier A. A. Stebbins home on the corner adjacent to the Third Avenue and 29th Street park entrance, and then traveling counterclockwise around the park.)*

**2901 Third Avenue North**

Built in 1927 at a cost of $5000, this home and its alley-facing one-story garage are the largest and finest of the nine Craftsman bungalow and garages around Seminole Park built by A. A. Stebbins. The fundamentals of the architecture are pure Stebbins: the balanced asymmetry of façade fenestration, straight brick columns supporting an open front porch floored with Cuban tiles, horizontal wood siding, simple decorative eave vents, wide front porch supported by stuccoed piers, horizontal clusters of windows, and painted rusticated block foundation. Double front-facing asymmetrical gables with wide overhangs form the front roof line. A single rear facing gable overhangs a shed roof topping additions on the east and west ends of the original house and a porch between them. The ornate roof brackets with decorative double beam extensions are more sophisticated in design than some of his other homes around the park and reflect the distinctive character of this one. A side-facing gable covers the sleeping porch, and its narrow overhang supported by multiple decorative brackets reveal more of this home’s distinctive design details. The exposed brick chimney also has more decorative features than many of the neighboring Stebbins homes.
The property has seen three minor additions. All of these appear to have been executed in harmony with the original design and attention to detail. Other exterior alterations have been few. Previously added jalousie windows that enclosed the front porch and side sleeping porch have since been removed. The sleeping porch was enclosed at some point with a row of period windows. The current owners replaced all of the decayed original multi-light over 1 windows with new prairie style windows in 2016. The current owners undertook extensive interior repairs, painted the exterior, replaced the privacy fence, and re-landscaped in traditional style with foundation plantings fronted by a grass yard, making the house a neighborhood showcase.

This home was featured on Historic Kenwood’s Bungalow Fest in 2011 and 2016.

2909 Third Avenue North

This A. A. Stebbins Craftsman bungalow and alley-facing garage, like their next-door neighbor, were built in 1927 or early 1928, for $5000. The façade features a forward facing gable with a cross gabled front porch floored with Cuban tile. Another side gable crosses the middle of the house over the sleeping porch, and like the house next-door to the east, another small decorative roof sits over the sleeping porch windows. The remainder of the house is covered by a rear facing gable. Like other Stebbins homes around Seminole Park, the open porch on this one is supported by straight brick columns atop more robust piers, and wide stairs run between stuccoed piers. The façade is marked by balanced asymmetrical fenestration, and rows of multiple adjoining windows form the system of fenestration around the house. Simple vertical slats typical of Stebbins homes form the eave vent adornment, and rafter tails and double roof brackets are exposed. Wide clapboard clads the house above its rusticated block foundation.

Few exterior alterations have been made. A furnace room and tool shed addition to the garage (now an apartment) were built in 1941, and at some point vinyl siding and metal vented eave soffits were added. The front porch was screened at an unknown date, and a deck and patio were added in 2003. The current owners undertook interior renovations, and have painted the exterior, added new awnings, and re-landscaped the property with colorful foundation plantings and a grass yard, making its original beauty shine.

2921 Third Avenue North

This home, one of nine Craftsman bungalows on Seminole Park built by A. A. Stebbins, was constructed in 1925. Unlike the others, however, Stebbins moved it and a separate one-story garage to this property in 1932 for owner Ethel A. Ellis. It was moved from the Arcadia Subdivision, located a few miles to the northeast of Historic Kenwood. At that time, a porch and two rooms were added. Ethel and husband Harry are noted in the 1933 City Directory as living at this address. The home is wood frame clad in wide clapboard atop a stucco foundation; a stucco fireplace is located on the east side of the home. The front-facing gable roof with deep overhang is supported by substantial decorative brackets in the front, and the front porch is covered by a cross gable. There is a hip roof in the rear. Vertical louver form eave vents at the tops of both front-facing gables. Like many Craftsman style homes, the façade is
asymmetrical. The lower front gable over the porch and the front door are aligned, but both are situated to the right of center of the home.

Unlike the neighboring Stebbins homes, the front porch on this one extends beyond the main house and is open to the side yard. The porch features straight masonry piers topped with straight brick columns. There is a capped low masonry wall around the porch, and the floor is broken Cuban tile. Fenestration includes a new Craftsman style wood front door with six marginal lights and vertical three-light windows on either side and a 6/6 vinyl double hung window on the front of the house. Sliding patio doors open to a side yard deck and to a back yard deck. The back yard is surrounded by a wooden privacy fence. The separate garage features a central gable roof with vertical louvered vent. Unique in context of other garages in this area, this one has extensions on both sides covered by shed roofs. This property contributes to the visual richness of the area with beautiful traditional landscaping and meticulous care. It has been featured on multiple St. Pete Preservation walking tours and was a featured home on Historic Kenwood’s BungalowFest Home Tour in 2005.

2931 Third Avenue North
This simple frame vernacular structure was built as a one-story, two-car garage in 1925 but is now a two story garage apartment facing the alley at the back of the property. The property included a Craftsman bungalow facing Seminole Park until 1985, when it was demolished following a fire. The home and garage were moved to the property in 1934 from Coolidge Park, which is a few miles to the north of Historic Kenwood. It is unknown who the original owners were, but after the move, Harry and Florence Murphy lived at this address as noted in the 1935 City Directory. In 1940, the second story was added to the garage to create a spacious apartment. Throughout Historic Kenwood, garage apartments are prevalent and serve as affordable housing for renters or extra space for homeowners. After the loss of the main home, the then owners (Joseph and Georgia Declet) and their children lived in the garage apartment for more than a year until they bought another home. They then used the apartment as a rental property for many years before selling it to the current owner in 2005, who also uses it as an income-producing rental apartment. The structure has a gable roof with composition shingles and minimal overhang and is clad in painted horizontal aluminum siding added in 1975. Currently, the fenestration includes a garage door on the first floor, 1/1 double hung wooden windows, and an aluminum double-hung window on the second story porch. Exterior stairs provide access to the covered second story porch. When the upper porch was enclosed (date unknown), vinyl siding was used. The move into the neighborhood and later enlargement to a garage apartment contributes to the historical development of the area.

2935 Third Avenue North
This Craftsman bungalow and alley-facing one-story garage in the same style were built by contractor A. A. Stebbins in 1925 or early 1926. The home exhibits hallmarks of many of Stebbins’ homes: the front-facing asymmetrical double gabled roof with wide overhangs and exposed supports and rafter tails, an
open front porch floored with Cuban tile, wide front steps between stuccoed piers, asymmetrical but balanced fenestration, and straight brick columns, in this case topping more substantial battered columns. A small pergola runs from the west side of the porch to a single pier, and the current owner replaced its long-missing wooden slats. The chimney is covered entirely in rough stucco. The foundation is made of painted rusticated block. An 8-foot by 25-foot rear addition was constructed in 1956, and a patio and deck were added in 1960. A double car port attached to the garage was added at an unknown date, and both the house and the garage were re-roofed in metal. At some point, the front porch was enclosed with Miami windows, which have since been removed. The current owner transformed the front yard to a xeric landscape, using frangipani, azaleas, ferns, iris, and other plantings in place of grass. This house was featured three times on St. Petersburg's Parade of Neighborhoods, a city-wide home tour.

2945 Third Avenue North
A. A. Stebbins built this Craftsman bungalow and one-story garage in 1925 for $4500. The house has double front-facing gables, which are aligned. A sloping roof was added just below the eave vent in the rear to cover a small addition to the house, which was completed in 1936. A gable covers the entire porch, making it unusually wide among its neighboring homes. The façade fenestration consists of French doors in an asymmetrical arrangement with two windows to the west and one to the east. The combination of wide and narrow vertical slats in the eave vents is typical of Stebbins, as are the wide stairs between stuccoed piers, the Cuban tile flooring on the front porch, and exposed decorative double beam roof brackets and rafter tails. It is evident that an original sleeping porch on the east side of the house was at some point enclosed and has a large modern window system. But beneath the gable over the sleeping porch, asphalt shingles form a decorative band. The foundation is painted rusticated concrete block, and the house is covered in wide clapboard. The chimney is covered entirely in stucco. Windows are simple 1/1 double hung, many clustered in horizontal rows. The front porch was screened in 1949, but it has since been reopened. The current owners currently have just refreshed this house with a new roof, paint, and landscaping.

2949 Third Avenue North
This Craftsman bungalow and a one-story garage were built in 1925 by the builder F. A. Parker. The exterior is sided in asbestos shingles, which were added in the late 1950s or early ‘60s. There is also shiplap siding on one portion of the façade. The home’s side-facing gable roof is topped by a smaller front-facing gable above the open front porch. Sunburst pattern gable vents and exposed rafter tails appear on all four sides of the house. The spacious front porch is supported by straight brick columns on top of tapered stucco piers. At one point, the porch was enclosed with jalousie windows, which have since been removed. Wide brick steps supported by stuccoed piers lead up to it. The chimney on the west side of the house is stucco with decorative brick trim. The fenestration includes double hung sash windows that are 7 over 1, 5 over 1, 4 over 1, smaller 3 panel windows, and a front door with mullioned glass panes.
In 1938, a second story was added to the garage to create an apartment. It is sided in asbestos shingle with a gabled asphalt roof, the same sunburst gable vents as the house, and exposed rafter tails. The fenestration consists of double hung 4 over 1 windows, a second-story entry door, and two swing-out garage doors. The apartment has a screened side porch on the second floor. Like virtually all of the neighboring properties, this one has a wooden privacy fence surrounding the back yard.

In the 1994 Historic Structures report, reviewer Judith Kitchen notes that “This 1925 bungalow and now enlarged garage contribute to the development and visual character of the street and neighborhood.”

This home was featured on BungalowFest in 2006 and on the event’s Midnight Tour in 2007.

2963 Third Avenue North
This Craftsman bungalow, constructed in 1925 by the builder F. A. Parker, features more ornamentation than neighboring Craftsman style homes around Seminole Park. The house has an asphalt shingled roof with intersecting front-facing gables, exposed rafter tails and gable vents in a vertical design. The gabled roof porch is supported by stuccoed piers topped by brick columns that have a decorative diamond border pattern at the top. A painted brick wall with a concrete cap surrounds the open porch. The fenestration on the façade consists of clusters of double hung windows that are prairie style 9 over 1, as well as a prairie frame door. There are jalousie windows on one side of the house. On the east side of the façade, a gracefully carved pergola with decorative curled ends (a replacement for an original structure) runs between the porch and a single pier in the same design as the porch columns; this one also features the diamond pattern decoration. On the west side of the house is a red brick chimney with the same the diamond patterned border. The side porch was enclosed in 1938. The front porch was enclosed at one point, but has been reopened. Vinyl siding was added at some point, but that, too, has been removed and the house now has horizontal clapboard siding.

A frame vernacular garage apartment with a second story apartment faces the alley and was added at an unknown date before 1946. The garage has vinyl siding and a front-facing gabled asphalt roof with exposed rafter tails. The fenestration consists of double hung windows that are prairie style 9 over 1 and two roll-up metal garage doors facing the alley. There are two exterior staircases leading to the upstairs apartment. One is wood frame; the other is cement and was added in 1946. The backyard is fenced in with a wood privacy fence, and the front yard has mature trees.

F. A. Parker apparently lived in the house after he built it, until selling it to B. P. Teasley in the mid-1930s. Teasley owned the property until at least 1962. On the 1994 Historic Structures Form, reviewer Judith Kitchen notes that this house “contributes to the architectural importance of the street and area as a whole.”

3001 Third Ave N
This two story Prairie style home was built in 1925 for the original owner, Harry Foster, as a two story duplex consisting of 10 rooms. It is one of only two multi-family properties facing Seminole Park, and it is the only one that was originally built for multi-family use. It is also one of only a small number of
Prairie style homes in Historic Kenwood and the only one adjacent to Seminole Park. The exterior has wide clapboard siding, and the wood framed exterior is accented by exposed stucco piers. The hip roof is asphalt shingled, and as is typical of Prairie style, has wide overhangs. The front gabled entry and the side hip roofed entry on 30th Street are both flanked by square columns. There is a second side entry without a roof. The fenestration consists of wide 1 over 1 casement windows (some in pairs), jalousie windows and a new wooden front door with an oval decorative window. There is a stucco chimney on the east side of the home. The front yard has a low picket fence. A one-story garage was added in 1926, a year after the home was built. It is a wood framed building with a gabled asphalt shingle roof and vertical gable vents. The fenestration consists of jalousie windows.

262 30th Street North
This midcentury masonry vernacular home was built in 1949 for $17,000 for Dr. R. J. Malzone. A.L. Pfau Jr. was architect and Fox and Fox are listed as contractors. The concrete block structure was built on a slab foundation and has an irregular shape with a u-shaped façade. The hip roof is asphalt. The fenestration consists of large metal multiple-paned casement windows (some framed with faux shutters made of brick) and an unusual octagonal decorative window. In 1952, Dr. Malzone had the screened porch enlarged and enclosed to create the dining room. The home was built with an attached two-car garage, and a large, metal, flat-roofed carport was added onto the south side in the 1960s. Dr. Malzone added a swimming pool and screened enclosure in 1960.

With more than 2300 square feet of living space, this is one of the largest homes in the proposed historic district and in all of Historic Kenwood. In the 2001 Historic Structures report, the reviewers noted, “This building is representative of the historic architecture located in the area and contributes to the historical and architectural importance of the area now known as Kenwood.”

242 30th Street North
This Mediterranean revival home was built in 1926 and is a good example of that style, which was popular at the time. It was built as a small, four room house plus attached garage for Jack Cornelison. In 1932, a sun porch was added, and in 1938 another bedroom, a bathroom, and screened porch were added as well. Not surprisingly, the house now has an irregular shape. Its structure is frame and the exterior has a rough stucco finish. The barrel tiled flat roof has tiled parapets, and there are decorative tile vents on the front and sides of the house. The fenestration consists of 1/1 double hung windows, many in pairs or clusters; a wooden front door; a metal garage door on the north side facing the alley, and French doors opening to the side yard and swimming pool, spa/Jacuzzi, and deck that were added in 2006. A decorative metal canopy with scalloped edging covers the front door and part of the raised brick entry; it is stylistically unlikely that this was original to the house. Like most of the neighboring properties, the backyard is surrounded by a wooden privacy fence.

The reviewer for Historical Structure Form submitted in 1994 marked this home as a potential contributor the National Register of Historic Places district and noted, “This interesting Mediterranean
Revival house from the mid-1920s contributes to the architectural and historical significance of the Kenwood neighborhood." Later that year, a letter from the Florida State Director of Historical Resources and State Historic Preservation Officer opined that the property would not be eligible for listing in the National Register of Historic Places. It is not clear whether that refers to individual listing or to contributing to the then-proposed historic district.

This home was featured on BungalowFest in 2002 and 2013.

230 30th Street North

This Mediterranean Revival home was built in 1938 by owner Cade B. Allen, a well-known developer who built many homes in the Allendale neighborhood and elsewhere throughout St. Petersburg, as noted below. * This is a modest version of the Mediterranean style homes he favored. This stucco structure has an intersecting gable barrel tile roof, and its attached garage facing the alley to the south also has a gabled roof. The original roof—still in excellent condition—was replaced in 2015 because of insurance requirements, but fortunately it was rebuilt to match the original. Decorative tile vents on the front and sides of the house are typical of the Mediterranean Revival style. The front-facing gable of the main roof is echoed by the smaller front-facing gable of the enclosed front porch on the south side of the façade. The fenestration includes 2/2 and 1/1 wooden windows and louvered windows within an arched frame on the front of the porch. The side-facing French front door opens onto the porch. A stucco chimney is near the west side of the home. The backyard is fenced in, as is typical of the neighborhood. The front yard was recently re-landscaped with foundation plantings and colorful shrubs bordering the curved front sidewalk.

* "From 1922 through 1954, Cade B. Allen and/or Cade B. Allen & Sons constructed around 40 houses in Allendale and 12 in other areas of St. Petersburg and Pinellas County. All of the houses were constructed of hollow (clay) tile and many of them were veneered with stone. In addition to the original coquina rock from Florida he had shipped in by rail marble and pink and gray granite from Georgia, field stone and silica rock from North Carolina and sandstone from Alabama and Tennessee. One house on 391h Avenue was built of yellow brick. Many of the houses that were of hollow tile and stucco construction had the front entrance veneered with sandstone." - St. Petersburg and Its People, by Walter P. Fuller, 1972, p. 122a.

This home was on BungalowFest in 2004. The brochure for that event noted that the house had been abandoned for 12 years and updated by the owner.

2962 Burlington Avenue North

According to the property card, this wood frame Craftsman bungalow was built in 1925, but the 1923 Sanborn Map shows that a home existed then on this site – the only one at that time on all four streets facing Seminole Park. It is unclear whether the current home replaces an earlier one, or whether the property card has the wrong date. Whenever the current home was built, its builder is unknown. The
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first record of ownership is of Carlisle and Mary Aikin in 1931. Mr. Aikin was a salesman with Lansing Publishing Company. The front-facing gabled roof features triangular knee braces and flared eaves. The front porch is covered by a lower gabled roof and also has flared eaves with vertical gable louvers. The Florida Site File comments that “the flared eaves are worthy of note.” The porch runs across the entire façade of the home and at some unknown date was enclosed with Miami awning windows. The wood-clad piers are flared at the bottom. The porch has horizontal wood clad walls, and it appears the columns may have been square wood posts. The foundation is concrete block. Fenestration of the main house includes double hung wood windows as well as aluminum double hung windows. There is a stucco chimney on the west side of the home. A rear porch was added in 1944, and there is a separate one-story, two-car garage with a hip roof featuring exposed rafter tails. The backyard has a large deck. This home was featured on the Historic Kenwood BungalowFest home tour in 2007, and the current owners later won an award for creative landscaping, which they designed and installed themselves.

2950 Burlington Avenue North

Likely built in 1941, this minimal traditional style wood frame home features a double front-facing gable roof as well as a cross gable roof over the front-facing side porch. Covered by the lower of the two front-facing gables, the front porch stoop with red brick steps features Craftsman style decorative metal columns and railings, which may be original to the home. The front door is wooden single marginal 9 light French door with the same style decorative metal grill. There is a side yard fencing and gate also in the same decorative metal design. The home is clad in wood siding and fenestration includes wooden 6/1 double hung windows. When the current owner purchased the property, she had 9/1 grouped casement windows custom made to complement the home’s architecture, and these were installed on the side-front porch to replace jalousies. At that time, a custom metal gate was commissioned to replace the wooden picket fence front gate. There is a central brick chimney. The foundation is concrete block. A separate one-story, two-car garage faces the alley and has a gable roof covered with asbestos shingles and clad with horizontal wood siding. According to the City Directory, Henry and Dora Mack were living in this home in 1942. The Florida Site File narrative notes Henry Mack owned the home next door (2944 Burlington) and may have built this one. This home has been featured on BungalowFest home tours in 2000 and 2005. The 1994 Historical Structure Report notes that “this early 40’s frame house contributes to the visual history of the street and neighborhood.”

2944 Burlington Avenue North

Built in 1927, this Craftsman bungalow has a symmetrical front-facing double gabled roof with deep overhangs. The upper gable eave vent has horizontal louvers. The porch runs across the entire front of the house. Consistent with Bungalow style homes, the front porch is deep, with room for lots of seating, and this one has tile flooring and a capped low masonry wall covered with a masonry brick-like stucco facade. The straight vertical piers are stucco and topped with the same masonry faux brick façade. In the 1994 Historical Structures Report on this property, the square upper columns were described as having
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interesting tile detail. It is unknown when they were modified. The foundation is rusticated concrete block, and there is a red brick chimney located on the east side of the home. There are exposed rafter tails and decorative beam extensions below the roofline. Fenestration includes double hung wooden windows and wooden double 9-light French front doors, all original to the home. Over time, some of the windows around the home have been replaced with vinyl or aluminum. There is a separate one-story, two-car garage with gable roof incorporating horizontal louvers below the eaves. Both the house and the garage are clad in aluminum siding, and a large deck was at some point added to the back of the house. Over several months in 2016/2017 the home underwent exterior renovations including new roof (composition shingles), addition of solar panels to the roof of the main house, and back porch enclosure to accommodate a new kitchen renovation. The front porch, which had been enclosed for decades with jalousie windows and a fiberglass awning, was opened up, revealing the home’s original charm.

2934 Burlington Avenue North
This one-story minimal traditional wood frame home was built by owner Grace Bateman in 1939 for $3500. Minimal traditional was a popular style from the 1930’s to the 1950’s. This home reflects influence from the earlier Tudor style, with a moderately steep front-facing gable adorned with a small round window near the peak and very little roof overhang. There is cross gable over the main house and a lower cross gable over the front-facing side porch. Both have horizontal louvers under the eaves. The foundation is rusticated concrete block with vents. Asbestos siding was applied in 1953. The front-facing side screen porch was replaced with jalousie windows in 1957. In 2010, these and all the original double hung wooden windows in the house were replaced with vinyl hurricane-rated double hung windows. The original trim around the windows was saved and reused. The home was originally built with a small front stoop with broken Cuban tiles and was covered by a small shed roof supported by brackets.

In 2013, local architect Tim Rhode designed a covered front porch in a vernacular style to complement the style of the house and accommodate seating to overlook the Seminole Park. A master suite addition was also designed and built on the rear of the house in the minimal traditional style with same roof style and seamlessly blends into the original structure. At the same time, the asbestos siding was removed to reveal remarkably well preserved original cedar plank siding. The new wood frame addition and porch were clad with scissor jointed cedar siding and with wood trim custom milled to match the original siding and trim. The foundation for the newly constructed portions of the home is stucco-covered concrete block. There is a separate two-car, one-story garage with gabled roof, which also has horizontal louvers at the gable. An in-ground spa, brick pavers, pergola and new landscaping were also added in 2013, as were the brick paved and landscaped front yard and white picket fence. This house has been featured on several St. Pete Preservation walking tours and on BungalowFest home tours in 2001, 2005, 2009, and 2014.
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2920 Burlington Avenue North
This Tudor revival home, built in 1929 for $5000, may be the only property in Hall’s Central Avenue #2 subdivision to occupy one full villa site (in this case a double lot). This home’s steep roof with a curved intersecting front-facing gable covers a home clad entirely in natural wood shingles. A beautiful arched front door is tucked under a gabled vestibule, and its curve is echoed in the window near the top of the main gable. There is a three-step curved front stoop with iron railing leading to the front door. Unlike many other Tudor revival homes in the neighborhood that have chimneys next to entrance vestibules, this one has a tan brick chimney located to the side of the home. Fenestration includes original vertically oriented grouped 8-light wooden casement windows and 4/1 grouped wooden double hung windows. Miami awning porch windows were added in 1987 to the front-facing side porch, which has a tan brick column at the front corner. Over the years, some of the original windows around the house were replaced with aluminum windows. The foundation is concrete block. Facing the alley is a separate one-story, two-car garage with a gable roof incorporating horizontal louvers. One of the garage bays appears to have an original garage door with grouped four-light windows. The garage is also fully clad in wooden shingles. Roofing material for both the home and the garage is composite shingles. Built by Christ Nielson for owner Mrs. Gorda Johnson, property records show this home to have changed hands only three times since it was built, with the current owner in residence for decades. The Florida Site File notes “this property contributes to the considerable significance of the area architecturally and historically.”

2910 Burlington Avenue North
This Craftsman bungalow and one-story Craftsman garage on the alley were built in 1925 by A. A. Stebbins for $5000. The home’s roof system has a low, side-facing gable topped with a small front-facing gable. The remaining roof is a single gable facing rear. A small shed roof sits under the rear gable, covering a row of windows. Battered piers topped with smaller straight brick columns support the porch roof. Attached to the piers, rusticated concrete block forms a continuous foundation with vents. The open front porch is floored with Cuban tile, and it was screened at some point. Wide front steps between stuccoed piers lead up to the porch. Windows are simple 1/1 double hung, and some are clustered in horizontal rows. The chimney is stuccoed below the roofline and brick above it. The current open side porch was either added at some point or replaced an earlier porch and is topped with a shed roof. The French doors opening from the house suggest that it was likely a replacement for an earlier porch, which would be consistent with other Stebbins homes around Seminole Park. The tight of way in front of the house is shaded by large oak trees, and it and the front yard incorporate some flowering trees and shrubs.

This is the only single-family home in the proposed local historic district that is currently a rental property. Unlike many of Historic Kenwood’s rental properties two decades ago, this one has recently undergone some restoration and is well maintained.
2900 Burlington Avenue North

This Craftsman bungalow and alley-facing two-car garage were built in 1925 by A. A. Stebbins. The roof system consists of asymmetrical double gables facing front, a side-facing gable in the middle, and a single gable facing the rear. All have wide overhangs, exposed rafter tails and simple roof supports, and simple vertical slat eave vents. Below the eave vents is a section of asphalt shingles applied as decoration, often seen in Stebbins homes. The front porch gable is supported by straight stuccoed bases topped with straight brick columns. An empty column of the same design sits nearly parallel to the western edge of the house, revealing that a pergola or lattice structure was part of the home’s original façade. The foundation, made of painted rusticated concrete block, is continuous with vents and topped with wide clapboard siding. Fenestration consists of simple 1/1 double hung windows, many grouped horizontally, and the front door, which appears to be original, is mullioned with 12 panes. The front porch, unlike all the neighboring Stebbins homes, has a concrete floor without any Cuban tile. The chimney is stuccoed to the roofline, above which it is brick.

The front porch was enclosed by jalousie windows, probably in 1963, and the current owners replaced the jalousie porch door with a mahogany Craftsman style door in 2014. The sleeping porch was also enclosed with jalousies in 1960, and the current owners replaced these with 1/1 windows in 2010. They converted the garage/workshop to a guest cottage in 2010 and covered the deteriorating siding with hardy board. The current owners also re-landscaped, winning a neighborhood award for the front garden comprised primarily of Florida native and Florida friendly plants. The current patio was added in 1950, and the back yard is enclosed in wooden privacy fencing.

The home was included on Historic Kenwood’s BungalowFest in 2014 and has been opened to guests on many St. Pete Preservation tours.

231 29th STREET NORTH

This wood frame vernacular home was built in 1951 for $9500 by owner Merl Ludwick. He was married to Edith L, and the 1952 City Directory notes his occupation as working at Olson Studio. According to the property card, there was a detached one car garage. However, this might be inaccurate, as old photos show a separate two-car garage. In the 1980s, a gabled roof was added to attach the house and the garage. The home is clad with asbestos siding and has a gabled shingle roof. Fenestration includes metal single hung windows and jalousies on either side of two fixed windows at the front of the house. There are large metal awnings over the front and side windows. A unique feature is a circular enclosed front porch with a circular roof overhead. There are two chimneys. The house sits on a large corner lot (100 feet by 127 feet), so the property includes a sizeable yard. Other than the connecting addition, there appear to have been very few updates over the years. In the 2001 Historical Structure Form, the historian notes, “built in 1951 this frame vernacular style home exhibits a design type and building materials that were prevalent during the period of construction. This building is representative of the
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historic architecture located in the area and contributes to the historical and architectural importance of the area.”

2863 Burlington Ave North
This Craftsman bungalow was built in 1935 by Julius Johnson, a builder known for constructing the historic Bishop Hotel, as noted in the City of St. Petersburg Mayor’s Historic Preservation Summit in 2006. The roof is double gabled, with the lower of its two asymmetrical front-facing gables covering a sizeable front porch on the west side of the facade. The roofs are asphalt shingled. The home’s wooden frame was at some unknown date veneered with a with a decorative artificial stone, but other original structural elements are notable. The straight columns that support the porch roof, two porch foundations and chimney are made of coquina brick arranged in patterns of several colors. Brick piers on either side of the wide front stairs are also coquina brick. Decorative vertical vents sit just below the roof gables. The front porch is now enclosed with 1/1 windows and has a prairie style glass door flanked by two narrow decorative prairie style window panels. The home’s other fenestration consists of 1/1 windows, some of which are clustered, and a back door with a window. A sleeping porch on the west side of the house remains open, with French doors opening onto it from the house.

The detached two-car garage is wood frame and has an asphalt shingle gable roof. The gable is aligned with the house roof, but since the garage faces 29th Street, the gable is side facing. There are two roll up garage doors. The home sits on a large lot, and the sizeable back and side yards are surrounded by privacy fencing.

251 29th Street North
Built in 1929, this A. A. Stebbins Craftsman bungalow has large battered columns beneath slightly smaller straight brick columns to support the front porch roof. A front-facing gable is crossed by a side gable over the porch, and a single rear-facing gable covers the rest of the house. Horizontal wood siding sits atop a painted block foundation, and the chimney is stuccoed entirely. A lone pier remains to the north of the porch where it would have originally supported a pergola or lattice work. The front porch, which would have originally been open, is now enclosed with large-pane glass windows. It appears that the organization of the home’s original windows in horizontal rows has been retained, but the windows themselves were at some point replaced with more modern ones. A pattern of thick and thin vertical slats adorns the eave vents, and rafter tails are exposed.

The house and garage have been altered to become a multi-family unit. The changes occurred in 1952, when a second story was added to create bedrooms over the garage and an addition on the east side of the house was built, so a large portion of the lot is now covered by buildings. Nonetheless, the current owners have maintained a charming backyard, which has been opened for Artist Enclave of Historic Kenwood events, since the owner is a painter. The current owners painted the house recently to
harmonize with the gazebo in the center of Seminole Park, and new landscaping includes colorful plantings, rock, and mulch, bordered by a small amount of grass.

261 29th Street North
Contractor A. A. Stebbins built this Craftsman bungalow and one-story garage in 1925, and it appears to be featured in an ad for Stebbins homes surrounding the park. The home has a double asymmetrical front-facing gable and a side gable with wide overhangs covering the sleeping porch. The house sits on a corner lot and faces 29th Street, so unlike most of its neighbors, the two-car garage faces Third Avenue North, instead of an alley. The open front porch and screened sleeping porch are supported by square brick columns topping slightly larger stuccoed columns and floored with Cuban tile. The balanced asymmetrical façade fenestration is typical of Stebbins homes. Simple roof brackets and rafter tails are exposed. On the south side of the house, a pergola extends from the front porch to a lone pier. Wide front stairs are supported by stuccoed piers. Cedar shingles form a decorative pattern below the eaves on both the front gable and the side of the mid-house cross gable. Wide clapboard siding on the house tops a continuous painted rusticated block foundation with vents. The clapboard siding on the garage is narrower.

A patio and deck were added in 1950, and at some point between 1995 and 2010, the current decorative pergola was reconstructed. The property card and Pinellas County Property Appraisers records suggest that apart from maintenance and infrastructure upgrades, no changes of substance have been made to these structures. Even the garage doors appear to be original. Landscaping is traditional in style, with foundation plantings and a grassy front yard. The property has been well maintained for many years.

National Register researcher Judith Kitchen noted that “The building makes a big contribution to the significance of 29th Street N and the neighborhood.” Not surprisingly, this distinctive home was featured on Historic Kenwood’s BungalowFest in 2013 and 2015.

301 29th Street North
This mid-century Masonry Vernacular home and garage were built in 1951 for J. H. Mudge. The stucco exterior is topped with an asphalt shingle hip roof with wide overhangs. A tall hip roofed entry with two high arched entries to a small enclosed porch was added in 2005, and when compared with a photo of the house in the 2001 Historical Structure Form, it has added dimensionality and visual interest to the home’s façade. A row of glass block creates a decorative border near its top, and decoratively carved brackets support the roof. A large picture window surrounded by smaller panes dominates the north side of the façade, and other large windows and clusters of multiple paned windows have prominence on other sides of the house. An original chimney was at some point removed.

The home’s two-car garage was originally detached, but an extension connected it to the house in the 1960s. Another front-facing entry and doorway are part of this extension. The garage has an asphalt shingle hip roof with decorative vents across the top above the two roll up doors.
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The owner of this home was a professional landscaper and for many years managed the grounds of an estate in New England. Not surprisingly, his colorful, blooming garden is often the envy of neighbors. The most profuse color is on the sunny south side of the house, and the area near the garage has shade plantings surrounding a large oak. The back yard contains a Jacuzzi and is surrounded with a masonry and stucco privacy wall.

This home was featured on Bungalowfest in 2005.

Seminole Park Pavilion

Echoing distinctive design elements from many of the Craftsman bungalows adjacent to it, this 400-square foot open pavilion has four substantial concrete block piers topped by straight wooden columns that support its gabled roof. Small pop-up gables with open carved sunburst designs are incorporated into the north and south sides of the roof. The exposed beams are decorated with raised square medallions, and the diagonal wooden roof supports are subtly carved. The floor is covered with six-inch terra cotta tiles, and in its center is a tiled version of Historic Kenwood’s oak tree logo.

The structure was designed by architect Tom Kensler, then a neighborhood resident, incorporating concepts from Crime Prevention Through Environmental Design, a program designed to deter criminal activity. Residents of a local correctional facility poured the concrete slab on which it sits. Spearheaded by Kensler and neighborhood organizer Bob Jeffrey, 70 neighborhood volunteers converged on the park for ten weekends from October through December of 1995 to build the structure. It was inaugurated just in time for the neighborhood’s annual Christmas light activities. It is regularly maintained by neighborhood residents and the Historic Kenwood Neighborhood Association and is very well used on a regular basis, both for planned events and informal activities.

Setting

Located within the Historic Kenwood neighborhood, the proposed district is situated just three blocks from Central Avenue and the shops and restaurants located in the Grand Central Business District. It is positioned within the southwest quadrant of the Historic Kenwood neighborhood. Of the 24 homes in this proposed district:

- 13 were built in the 1920’s
- two in the 1930’s
- one in the 1940’s
- the two newest homes in the proposed district were built in 1951

Of note, while researching the properties we found some discrepancies regarding the year of construction for a few properties among our sources: Pinellas Property Appraiser website, Property Cards, 1995 Kenwood Final Survey Report, and the 2003 National Register of Historic Places Registration Form. We have used the dates from the 2003 report.
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All of the homes were listed as contributory to Historic Kenwood's designation on the National Register of Historic Places.

Many of the homes have had some alterations over the years but all still possess their original architectural integrity. Of the 14 Craftsman Bungalow homes, four have enclosed front porches with windows and two have screened in the porches. All but three of the homes have enclosed the backyards with fencing for privacy and security. Fencing material is primarily wood stockade; others are vinyl, stucco-covered block, and chain link fence. Eighteen of the properties have separate garage structures and of those six include garage apartments for rental and/or extra living space. It was quite common in the 1920's for a garage apartment to be built first for the owner/contractor to live in while the primary house was under construction. In present day, many garage apartments serve as income producers for owners and affordable housing for renters. In 1928, due to the earlier construction of St. Pete High School, a series of avenue name changes were adopted. 3rd Avenue North became Burlington Avenue North and 4th Avenue North became 3rd Avenue.

STATEMENT OF SIGNIFICANCE

Historical Context

Development of Historic Kenwood (Hall's Central District #2)

Charles Hall: Charles R. Hall, described as one of St. Petersburg's biggest developers during the City's boom time era, was born in 1869. A Philadelphia milliner, he became a traveling salesman and eventually a developer of New Jersey seashore property. Persuaded to come to St. Petersburg in 1909 by early St. Petersburg leader F.A. Davis, Charles Hall made significant investments to become an active partner in the development to the west of downtown. In 1912 he purchased what became Hall's Central District #1 with acreage stretching from 25th Street to 28th Street and soon thereafter bought additional property expanding west to 31st Street (Hall's Central District #2). He eventually went on to develop Lakewood Estates and 160 acres off 34th Street. He, along with developer H. Walter Fuller, pushed for extension of the trolley line from downtown west to the beaches to promote growth west of downtown. Charles Hall marketed lots aggressively with many inducements. Such inducements included a willingness to accept lots bought elsewhere in the city as an exchange for his lots. He also offered people to invest $500-$5000 in securities, promising 8% interest return.

Homes in Hall's Central District #2 were built for the working to middle class and homes were modest in comparison to the large homes built closer to downtown. As Hall's granddaughter Mary Richmond said, "Snell developed for the rich. My grandfather developed for the middle class." Hall is quoted as saying that people want "the modest home. That is what we are going to give them." City Directories from 1925-1941 describe residents as having jobs such as "salesman," "contractor," "works at Olson Studio," etc. In 1914, Charles Hall and his wife Emma Hall deeded Block Number 11 (an entire city block) of Hall's Central District #2 to the City for the sum of $1.00. There were conditions that included:
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Name of Property: Historic Kenwood Section - Seminole Park Local Historic District Page 17

- the property could be used as a public park only, to be called “Seminole Park”
- the City would improve and maintain the park
- should either of these conditions be violated, the land would return to his heirs

City Hall subsequently posted a resolution accepting the deed.

Sadly, Charles Hall went bankrupt following the stock market crash and died in 1934. In 1991, after learning that Hall's grave in Royal Palm Cemetery was unmarked, his great granddaughter acquired a 2 foot octagonal piece of sidewalk from old Kenwood and engraved “Charles R. Hall – A preserver and creator of beauty.”

A.A. Stebbins: Throughout Historic Kenwood, and especially in this proposed local historic district, are a number of beautiful Craftsman bungalow homes built by contractor A.A. Stebbins. Nine of the fourteen Craftsman bungalow homes in this proposed district were his. Most were constructed in 1925; right around the time of the real estate bust in St. Petersburg. Two more were built in 1927 and the last one in 1929. Moving to St. Petersburg in 1919, he was a prominent developer who built approximately 15 houses per year. He described his bungalow homes as being “conveniently arranged” with “large and airy” rooms. Featuring large front porches with openings from living and dining rooms, his homes featured fire places: “a little open fire is cheerful but regular heat is not required.” His houses were by no means “cookie cutter” developer homes, but he had a few signature elements. One was the straight brick columns supporting the porch roofs, which sat on more substantial straight or battered piers. Another was the wide front stairs leading to a spacious front porch, which promoted the neighborliness that is still so much a part of the social fabric of the neighborhood.

A.A. Stebbins was very supportive of the City of St. Petersburg and acknowledged that the marketing efforts of the City to bring visitors to the City benefited his business. He donated money to the Chamber of Commerce stating, “the money I can afford to appropriate for the benefit of my home town can be more wisely used under your auspices.” He conceived and funded an idea to outfit a Pullman rail car to travel to northern states to tout St. Petersburg and its beauty. Named “Sunshine,” the Pullman car traveled the United States with the Royal Scotch Highlanders Band to advertise the “Sunshine City” and give concerts. The City was so appreciative of his efforts that the City Council voted to change the name of Seminole Park on June 5, 1945 to “Stebbins Park” and a formal resolution was issued in this regard. However, the new name was to be very short lived. A week later on June 12, 1945, the City’s legal staff recognized the conflict with the original deed from Charles Hall requiring the park to be called “Seminole Park” in perpetuity. Seminole Park is noted in the City Directories starting in 1925.

Cade Allen: Best known for building large, beautiful homes featuring extensive stonework, dairy farmer turned carpenter Cade Allen is best known for building St. Petersburg’s lovely Allendale neighborhood. Only twelve Cade Allen homes were built outside of the Allendale neighborhood. One, a Mediterranean Revival single story home, is within this proposed local historic district.
Architecture

The homes surrounding Seminole Park display a remarkable architectural diversity, in keeping with that of the Historic Kenwood neighborhood as a whole. Like the entire neighborhood, our proposed historic district has a large concentration of Craftsman style bungalows. The 24 homes in this proposed local historic district represent the following architectural styles:

- 14 are Craftsman Bungalows (nine built by A.A. Stebbins and two by F.A. Parker)
- 2 Minimal Traditional
- 2 Mediterranean Revival (one built by Cade Allen)
- 2 Frame Vernacular
- 2 Masonry Vernacular
- 1 Tudor Revival
- 1 Prairie (built and still used as a duplex)

Each and every one is listed as “Contributory” in the 2003 National Register of Historic Places Registration Form.

Two of the homes located on Seminole Park were moved to 3rd Avenue North. These were among the 170 homes that were moved into Historic Kenwood in the mid-1930's from other neighborhoods. It’s thought that following the economic crash in the 1920's, developments that had been started prior to the crash languished afterwards - and rather than have homes sparsely located, it would be better to re-locate to a neighborhood that had been almost built out before the crash. Luckily, Historic Kenwood was one of those neighborhoods mostly built during the boom years.

This proposed local historic district overall has architectural interest and cohesiveness and has retained the historic features such as the hexagonal sidewalk pavers, granite curbs, brick streets, tree canopy, landscaping and Seminole Park which supports the designation of Historic Kenwood Seminole Park as a local historic district.

Community Planning and Development

The homes surrounding Historic Kenwood’s Seminole Park form an intact example of suburban development expanding from downtown St. Petersburg, with most built in the booming 1920's. Like so many early 20th century American neighborhoods, Historic Kenwood experienced a mid-century decline that did not begin to turn around until the 1990's. With the formation of the Historic Kenwood Neighborhood Association in 1990, neighbors banded together to turn the neighborhood, that had become nearly 90% rental, back into mostly owner occupied homes. In addition to the Prairie style apartment property, only one single-family home located in this proposed local historic district is not currently owner occupied. Initial strategies to make this turnaround included active Crime Watch and drug marches to combat crime. Projects such as building the Seminole Park Pavilion, erecting Historic
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Name of Property: Historic Kenwood Section - Seminole Park Local Historic District Page 19

Kenwood street signs throughout the neighborhood, and displaying Historic Kenwood flags brought a sense of pride and unity. Activities such as monthly porch parties, community picnic, and holiday decorating contests brought a sense of community. Novel projects, such as bank partnerships in the 1990’s, supported first time home ownership. Starting in 1998 with a “Parade of Neighborhoods,” Historic Kenwood will soon host the 18th Annual BungalowFest Home Tour to showcase neighborhood architecture. BungalowFest promotes the reputation of the neighborhood and encourages homeowners to renovate and “fix up” their homes. Almost half of the homes in this proposed local historic district have been featured one or more times on this home tour.

The development of Hall’s Central #2 as a middle class/working class neighborhood is clearly apparent as one views this neighborhood in present day. As the Florida State Historic Preservation Officer noted in the 2003 National Register Registration Form, “The significance of the composition of the neighborhood is particularly important, as the quality of the architectural design is not a result of income, but rather the result of high-minded planning ideals and inherently good design. Kenwood Historic District illustrates the democracy of design that has been maintained for more than sixty years.”

References

Books:


Newspapers:

Advertisements

“Hall’s Central Ave. Sub-Division,” *The Independent,* April 11, 1913

“A Printer’s Ink Journey through St. Petersburg’s Best Residential Development and Avalon,” *The Independent,* April 24, 1916


“Wanted Lots in Hall’s Subdivisions,” *The Independent,* April 26, 1916
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Name of Property: Historic Kenwood Section - Seminole Park Local Historic District Page 20

"Some of the Many Homes Built by A.A. Stebbins," unknown newspaper and date (obtained from Museum of History)

"St. Petersburg," advertisement to invest in Charles Hall properties & securities, unknown newspaper and date (obtained from Museum of History)

Articles:

"City Car Really Brought Sunshine to Washington," The Independent, St. Petersburg, Florida: June 9, 1924

"Tell of Meet at Washington," The Independent, St. Petersburg, Florida: June 9, 1924

"That Man Stebbins," William C. Freeman, Newspaper unknown: December 15, 1924

"Round About Town with the Spectator," Article about A.A. Stebbins, The Independent, St. Petersburg, Florida: May 31, 1924


"Historic Kenwood to Flap in the Wind," Jennifer Brett, St. Petersburg Times: December 1, 1996


"Early Developer Gambled and Left His Mark on City," Scott Taylor Hartzell, St Petersburg Times: September 13, 2000

"Pinellas St. Petersburg/Historic Kenwood," Eric Snider, Creative Loafing: March 2, 2005

Announcements & Photos


Obituary:

"Albyn Stebbins, Pioneer City Developer, Dies" – newspaper and date published unknown. Royal Palms South Cemetery notes his birth/death dates are birth: 1864 and death: 1948

Journal Articles:

"A Florida Bungalow Home," Building Age and the Builder's Journal (1922-1924): A.A. Stebbins, July 1, 1923
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Name of Property: Historic Kenwood Section - Seminole Park Local Historic District Page 21


Other Sources:


City of St. Petersburg, Property Cards

Handwritten notes detailing timeline of Charles Hall accomplishments. Obtained from St. Petersburg Museum of History

Historical Structure Form: Florida Site File

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Interview with Jim Bloodworth, long term Historic Kenwood resident regarding late 1990's tree planting project, June 2017

Interview with Joseph Declet, previous owner of 2931 3rd Ave. N. regarding fire and demolition of the home, July 2017


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Name of Property: Historic Kenwood Section - Seminole Park Local Historic District Page 22


Pinellas County Property Appraiser, On-line Address Search: http://www.pcpao.org


Sanborn Map Company. Sanborn Fire Insurance Map. 1923

St. Petersburg City Council Resolution, Seminole Park. February 19, 1914

St. Petersburg City Council Meeting Minutes and Resolution, Stebbins Park. June 5, 1945

St. Petersburg City Council, Letter regarding Stebbins/Seminole Park. June 12, 1945


Warranty Deed from Charles H. Hall and Emma M. Hall to the City of St. Petersburg, February 3, 1914
St. Petersburg Landmark Designation Application
Name of Property: Historic Kenwood Section - Seminole Park Local Historic District Photo Page 1

2901 Third Avenue N (façade and garage)
St. Petersburg Landmark Designation Application
Name of Property: Historic Kenwood Section - Seminole Park Local Historic District Photo Page 2

2909 3rd Avenue N (façade and garage)
St. Petersburg Landmark Designation Application
Name of Property: Historic Kenwood Section - Seminole Park Local Historic District Photo Page 3

2921 3rd Avenue N (façade and garage)
St. Petersburg Landmark Designation Application
Name of Property: Historic Kenwood Section - Seminole Park Local Historic District Photo Page 4

2931 3rd Avenue N (front and rear view of the only structure)
St. Petersburg Landmark Designation Application
Name of Property: Historic Kenwood Section - Seminole Park Local Historic District Photo Page 5

2935 3rd Avenue N (façade and garage)
St. Petersburg Landmark Designation Application
Name of Property: Historic Kenwood Section - Seminole Park Local Historic District Photo Page 6

2945 3rd Avenue N (façade and garage)
2949 3rd Avenue N (façade and garage)
2963 3rd Avenue N (façade and garage)
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Name of Property: Historic Kenwood Section - Seminole Park Local Historic District Photo Page 9

3001 3rd Avenue N (facades on 3rd Avenue and 30th Street of the only structure)
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Name of Property: Historic Kenwood Section - Seminole Park Local Historic District Photo Page 10

262 30th Street N (façade and alley view of single structure)
St. Petersburg Landmark Designation Application
Name of Property: Historic Kenwood Section - Seminole Park Local Historic District Photo Page 11

242 30th Street N (façade and alley view of single structure)
St. Petersburg Landmark Designation Application
Name of Property: Historic Kenwood Section - Seminole Park Local Historic District Photo Page 12

230 30th Street N (façade and Burlington Avenue view of single structure)
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Name of Property: Historic Kenwood Section - Seminole Park Local Historic District Photo Page 13

2962 Burlington Avenue N (façade and garage)
St. Petersburg Landmark Designation Application
Name of Property: Historic Kenwood Section - Seminole Park Local Historic District Photo Page 14

2950 Burlington Avenue N (façade and garage)
St. Petersburg Landmark Designation Application
Name of Property: Historic Kenwood Section - Seminole Park Local Historic District Photo Page 15

2944 Burlington Avenue N (façade and garage)
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Name of Property: Historic Kenwood Section - Seminole Park Local Historic District Photo Page 16

2934 Burlington Avenue N (façade and garage)
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Name of Property: Historic Kenwood Section - Seminole Park Local Historic District Photo Page 17

2920 Burlington Avenue N (façade and garage)
St. Petersburg Landmark Designation Application

Name of Property: Historic Kenwood Section - Seminole Park Local Historic District Photo Page 18

2910 Burlington Avenue N (façade and garage)
St. Petersburg Landmark Designation Application
Name of Property: Historic Kenwood Section - Seminole Park Local Historic District Photo Page 19

2900 Burlington Avenue N (façade and garage)
St. Petersburg Landmark Designation Application
Name of Property: Historic Kenwood Section - Seminole Park Local Historic District Photo Page 20

231 29th Street N (29th Street façade and Burlington Avenue side of single structure)
St. Petersburg Landmark Designation Application
Name of Property: Historic Kenwood Section - Seminole Park Local Historic District Photo Page 21

2863 Burlington Avenue N (façade and garage)
St. Petersburg Landmark Designation Application
Name of Property: Historic Kenwood Section - Seminole Park Local Historic District Photo Page 22

251 29th Street N (façade and garage)
St. Petersburg Landmark Designation Application
Name of Property: Historic Kenwood Section - Seminole Park Local Historic District Photo Page 23

261 29th Street N (façade and garage)
St. Petersburg Landmark Designation Application
Name of Property: Historic Kenwood Section - Seminole Park Local Historic District Photo Page 24

301 29th Street N (two façade views of single structure)
Seminole Park Pavilion (two views of single structure)
Appendix D
Public Information Session Invitation, Sample Ballot, and Summary of Returns
NOTICE OF INFORMATION SESSION
REGARDING THE POTENTIAL DESIGNATION OF A LOCAL HISTORIC DISTRICT

REQUEST: This is a letter of notice regarding an upcoming public information session. The purpose of the meeting is to discuss the potential impacts of an owner-initiated application for the designation of a local historic district to the St. Petersburg Register of Historic Places.

The proposed district includes all parcels facing Seminole Park, roughly bounded by the alley between Third and Fourth Avenues North to the north, by the alley between Second and Burlington Avenues North to the south, by the east property lines of all houses on the 200 block of 29th Street North to the east, and by the west property line of all houses on the 200 block of 30th Street North to the west.

FILE NO: 17-90300003
Historic Kenwood - Seminole Park Section Historic District (name to be determined)
DATE: Monday, June 5, 2017
TIME: 6:30 p.m.
PLACE: Seminole Park – 30th Street North & Third Avenue North, St. Petersburg, FL 33713
MORE INFO: Laura Duvekot, Historic Preservationist, (727) 892-5451 or laura.duvekot@stpete.org

Ownership records indicate that you are an owner of property located within an area that may be nominated to the St. Petersburg Register of Historic Places as a local historic district. The meeting referenced above will be an opportunity to learn about the process and impacts of local historic district designation and have questions or concerns addressed. No votes regarding the pursuit of designation will take place at this meeting; it is being held to assist you in making an informed decision for an upcoming vote.

The historic significance of this area has already been recognized through the 2003 listing of the Kenwood Historic District in the National Register of Historic Places. This area’s additional listing as a local historic district in the St. Petersburg Register of Historic Places would provide a heightened degree of protection intended to preserve the area’s character by encouraging sensitive changes over time.

Following the meeting on June 5th, City staff will mail an official ballot to each registered owner of all property within the proposed district. Votes in support of the application must be received from the registered owners of 50% plus one tax parcels in order for the application for district designation to proceed. Documentation of the district’s resources and a narrative discussion of its historic significance will also be submitted to City staff by the applicant along with an application fee.

If a sufficient number of votes of support are received, two public hearings will then be held as part of the designation process. During the first, the Community Planning and Preservation Commission will make a recommendation for or against approval of the application based on their determination of the proposed district’s eligibility for local district designation with regard to criteria for significance and integrity established by St. Petersburg City Code. During the second public hearing, City Council will weigh criteria for significance and integrity, as well as the proposed designation’s compatibility with future land use and development plans. The public will have an opportunity to speak at each hearing. Owners of property...
within and adjacent to the district will be notified to the exact time and date of each hearing as it approaches. If the application is successful and the local historic district is designated, future changes to the properties within the district will be guided by St. Petersburg's Design Guidelines for Historic Properties.

If you have questions/comments, or would like more information but cannot attend the meeting, please visit, write, or call this office: Urban Planning and Historic Preservation, Municipal Services Center, Eighth Floor, One 4th Street North, St. Petersburg, Florida, 33701. Telephone (727) 892-5451 or email laura.duvekot@stpete.org.

Respectfully,

Laura Duvekot, Historic Preservationist II
727.892.5451
laura.duvekot@stpete.org
Instructions for Vote to Collect Support/Opposition of an Application for the Designation of the Proposed Kenwood Section – Seminole Park Local Historic District

File Number: HPC 17-90300002

Boundaries of Affected Area: This local historic district includes the properties facing Seminole Park and is roughly bounded by:
- The alley between Third Ave N. and Fourth Ave N. (northern boundary),
- The alley between Second Ave N. and Burlington Ave N. (southern boundary),
- Rear (east) parcel lines of properties between the two above-described alleys (eastern boundary), and
- Rear (west) parcel lines of properties between the two above-described alleys (western boundary).

Boundaries are additionally depicted on page 2 of this notice.

Legal Description: Hall’s Central Avenue, Subdivision Number Two:
- Block 7, west 50.5 feet of Villa Site 10;
- Block 8, Villa Sites 9-12;
- Block 9, east 50 feet of Villa Site 15;
- Block 10, Villa Site 2 and east 50 feet of Villa Site 15;
- Block 11 (Seminole Park);
- Block 12, Villa Site 7 and Villa Site 10 less east 20 feet;
- Block 13, Villa Site 7;
- Block 14, Villa Sites 1 through 4; and
- Block 15, north 67 feet of Villa Site 2 less west 10 feet

Applicant: Brenda Gordon, Laura McGrath, and Elizabeth Sise

Request: Listing of the Kenwood Section – Seminole Park Local Historic District in the St. Petersburg Register of Historic Places
Dear Property Owner,

Per the St. Petersburg City Code, Historic and Archaeological Preservation Overlay, Section 16.30.070.2.5.2.a, you are receiving this notification and attached ballot because you are the owner of property that is located within a proposed local historic district. A public information session regarding this application, of which your household was directly noticed, was held on June 5, 2016 in Seminole Park. If you were unable to attend the meeting or have additional questions about the impacts of this proposal, please contact City staff using the information listed below.

The support of property owners representing more than 50% of the subject tax parcels is required for the application process to proceed. This vote will not finalize the designation of the above-referenced local historic district, rather it is required in order for the application to be considered by the Community Planning and Preservation Commission (CPPC) and the City Council.

**Process for Tallying Votes**

Each tax parcel is counted as one vote, regardless of the number of owners registered to that property. However, in the case of properties with multiple owners, each registered owner will receive a ballot and have the opportunity to vote. If ballots representing conflicting votes among multiple owners of a single tax parcel are received, the vote for that parcel will be counted as a vote of non-support. If there are multiple owners of a property and only one ballot has been received by Monday, September 25, 2017, then the vote indicated on the returned ballot will be counted for the entire parcel.

There are 24 properties within the proposed district, excluding Seminole Park, which, as City property, does not have the opportunity to vote or count toward the number of tax parcels. If support from the owners of 13 properties and all other materials required for the submission of a designation application, including an application fee, have been provided to the City, then the district application will be certified complete and proceed to quasi-judicial hearing and review by the CPPC. Once a district application has been certified complete, no permits shall be issued for any exterior alterations, demolitions, or new construction, except in cases of ordinary repair and maintenance, until the City Council has rendered a final decision on the designation request.

**Next Steps in the Designation Process**

Both you, as a property owner, and the owners of properties within 200 feet of the proposed boundary, will be notified a minimum of ten days prior to the CPPC quasi-judicial hearing. This hearing will include a presentation by City staff of an analysis of the potential district’s historic significance and integrity. This will be followed by a presentation from the applicant and an opportunity for public input. After hearing from staff, the applicant, and any interested parties, the CPPC will vote for or against recommendation of designation of the proposed district.

Within 60 days following the CPPC meeting, the City Council will then evaluate the proposed district designation at a quasi-judicial hearing. Both you, as a property owner, and the owners of properties within 200 feet of the proposed boundary, will again be notified a minimum of ten days prior to the quasi-judicial hearing of its time and location. The hearing will be conducted in the same manner as the CPPC hearing and followed by a discussion and final decision of the City Council.
**Impacts Should the Proposed District Application Be Approved**

If the application is approved by the City Council, your property will be recorded as either a **contributing** or **non-contributing** property within the local district. As such, a Certificate of Appropriateness (COA) will be required for future exterior alteration, new construction, demolition, or relocation. The COA process is essentially a design review that is generally conducted concurrently with the issuance of other necessary building or demolition permits. The process, which has recently been streamlined, is not designed to hinder owners' ability to update and maintain their properties, but aims to ensure the sensitivity of alterations and additions to the historic nature of a designated district or individual local landmark. Generally, properties over 50 years in age that retain historic integrity are considered contributing, and more recent construction and highly altered buildings are considered non-contributing. While the COA process is still required for non-contributing properties, it is simplified even further to minimize the impact on property owners. Please contact City Staff for information about the contributing status of your property.

**Ballot Remittance and Status Updates**


Please consider your choice of support or opposition/nonsupport and return the attached ballot to:

Official Ballot, Seminole Park LHD  
c/o Laura Duvekot  
Urban Planning & Historic Preservation Division  
PO Box 2842  
St. Petersburg, FL 33731-2842

Signed ballots must be postmarked on or before Monday, September 25, 2017 or delivered in person by 4pm on that date to the Urban Planning & Historic Preservation Division, 8th Floor, Municipal Services Center, One Fourth Street North, St. Petersburg. Please note that the results of this vote are not exempt from relevant public records laws.

Properties within the proposed district that are not represented by a vote of support by September 25, 2017 will be considered to express nonsupport/opposition. Questions or comments can be directed to Laura Duvekot, Historic Preservationist, 727.892.5451 or laura.duvekot@stpete.org.

Respectfully,

Derek Kilborn, Manager  
Urban Planning & Historic Preservation Division  
Planning and Economic Development Department

cc: Dave Goodwin, Director, Planning & Economic Development Department  
Michael Dema, Assistant City Attorney, City Attorney’s Office
I, ____________________________, owner of the property located at ____________________________, St. Petersburg, Florida 33713,

☐ SUPPORT
☐ DO NOT SUPPORT

the initiation of an application for designation of the Kenwood Section – Seminole Park Local Historic District as a local historic district. The proposed district boundary includes the properties facing Seminole Park, roughly bounded by the alley between Third Ave N. and Fourth Ave N. to the north, by the alley between Second Ave N. and Burlington Ave N. to the south, the rear (east) parcel lines of properties between the two above-described alleys to the east, and the rear (west) parcel lines of properties between the two above-described alleys to the west.

A forged signature is an illegal signature that may be prosecuted accordingly; the City of St. Petersburg reserves the right to verify signature authenticity with the ballot recipient.

______________________________  ____________________________
(Signature)                     (Date)

Ballot Instructions:

Please sign and return this ballot on or before Monday, September 25, 2017. The ballot may be:

- Delivered in person to the Urban Planning and Historic Preservation Division, 8th Floor of the Municipal Services Center, One Fourth Street North, St. Petersburg, FL 33701;
- Mailed to Official Ballot, Seminole Park LHD c/o Laura Duvekot, Urban Planning & Historic Preservation Division, PO Box 2842, St. Petersburg, FL 33731-2842.

A demonstration of support from 50% + one (1) of the tax parcels located within the proposed boundary is required for this application to proceed to the Community Planning & Preservation Commission (CPPC) and City Council. The final decision regarding this application will be determined by City Council action, not by the outcome of this vote. The application will be deemed complete immediately upon receipt of: “support” votes representing at least 13 of the 24 tax parcels within the proposed district a complete application for the designation of the proposed area as a local historic district, and a processing fee from the applicant.

The response for each tax parcel will be counted as one (1) vote; in the case of conflicting votes among multiple owners of a single tax parcel, the vote will be counted as nonsupport. If there are multiple owners of a property and only one ballot has been received by September 25, 2017, then the vote indicated on the returned ballot will be counted for the entire parcel. Following return of the ballot, your position may not be changed.

Ballots not received or postmarked on or before September 25, 2017 will be recorded as a nonresponse and counted as a “do not support” vote, except among multiple owners of a single tax parcel where one or more ballots have been remitted. These will be recorded as described above.

This vote is to initiate the application process only; it does not finalize the decision of whether a historic district will be officially created. If sufficient support is demonstrated and the application forwarded to the CPPC and City Council, you will be given a minimum of 10 days’ notice of the public hearings at which you may provide input regarding the potential district designation.
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33 Ballots mailed to owners of 24 parcels on 08/03/2017; due 09/25/2017
13 votes of support or 12 of non-support needed to call
Sufficient support received August 23, 2017
TO: The Honorable Darden Rice, Chair, and Members of City Council

SUBJECT: Owner-initiated Historic Landmark Designation of the “200 Block of 10th Avenue Northeast” Historic District, located between Bay Street and Oak Street (City File HPC 17-90300004).

An analysis of the request is provided in the attached Staff Report.

REQUEST: The request is to designate the “200 Block of 10th Avenue Northeast” Historic District as a local historic district to be included in the St. Petersburg Register of Historic Places.

RECOMMENDATION:

Administration: Administration recommends approval.

Community Planning and Preservation Commission: On October 10, 2017, the Community Planning and Preservation Commission held a public hearing on this matter, and voted unanimously 7 to 0 to recommend approval of the landmark designation to City Council.

Recommended City Council Action: 1) CONDUCT the second reading and quasi-judicial public hearing, AND 2) APPROVE the proposed ordinance

Attachments: Ordinance (including map), CPPC Draft Minutes, Staff Report to the CPPC, Designation Application
ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF ST. PETERSBURG, FLORIDA, DESIGNATING THE "200 BLOCK OF 10TH AVENUE NORTHEAST" HISTORIC DISTRICT, LOCATED BETWEEN BAY STREET AND OAK STREET, AS A LOCAL HISTORIC DISTRICT AND ADDING THE PROPERTY TO THE ST. PETERSBURG REGISTER OF HISTORIC PLACES PURSUANT TO SECTION 16.30.070, CITY CODE; AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

SECTION 1. The City Council finds that the "200 Block of 10th Avenue Northeast" Historic District, located between Bay Street Northeast and Oak Street Northeast, which is recognized for its significance as a highly intact collection of single-family residences dating to St. Petersburg's 1910s and 1920s "land boom" era, meets at least one of the nine criteria listed in Section 16.30.070.2.5.D, City Code, for designating historic properties. More specifically, the "200 Block of 10 Northeast" Historic District meets the following criteria:

(a) Its value is a significant reminder of the cultural or archaeological heritage of the City, state or nation;
(b) It is identified with a person who significantly contributed to the development of the City, state, or nation;
(c) Its value as a building is recognized for the quality of its architecture, and it retains sufficient elements showing its architectural significance;
(d) It has distinguishing characteristics of an architectural style valuable for the study of a period, method of construction, or use of indigenous materials;
(e) Its character is a geographically definable area possessing a significant concentration, or continuity of sites, buildings, objects or structures united in past events or aesthetically by plan or physical development.

SECTION 2. The City Council finds that the "200 Block of 10th Avenue Northeast" Historic District meets at least one of the seven factors of integrity listed in Section 16.30.070.2.5.D, City Code, for designating historic properties. More specifically, the property meets the following factors of integrity:

(a) Location. The place where the historic property was constructed or the place where the historic event occurred;
(b) Design. The combination of elements that create the form, plan, space, structure, and style of a property;
(c) Setting. The physical environment of a historic property;
(d) Materials. The physical elements that were combined or deposited during a particular period of time and in a particular pattern or configuration to form a historic property;
(e) Workmanship. The physical evidence of the crafts of a particular culture or people during any given period in history or prehistory;
(f) Feeling. The property's expression of the aesthetic or historic sense of a particular period of time; and
(g) Association. The direct link between an important historic event or person and a historic
property.

SECTION 3. The “200 Block of 10th Avenue Northeast” Historic District, located within the following described boundaries, is hereby designated as a local historic district, and shall be added to the St. Petersburg Register of Historic Places, the list of designated landmarks, landmark sites, and historic and thematic districts which is maintained in the office of the City Clerk:

Designation Boundary

The official boundary of the local landmark designation shall encompass the entire parcels, generally described as Bayview Addition: Block 11, South 50 feet of Lot 1; Block 11, North 77 feet of Lot 1; Block 11, Lots 2, 3, 4, 5, and 6; Block 8, West 50 feet of Lot 7; Block 8, East 10 feet of Lot 7 and West 40 feet of Lot 8; Block 8, East 20 feet of Lot 8 and West 50 feet of Lot 9; Block 8, Lot 10 and East 5 feet of Lot 9 and West 10 feet of Lot 11; Block 8, East 50 feet of Lot 11; Block 8, South 82 feet of Lot 12; and Block 8, North 45 feet of Lot 12, from each lot hereetofore described, to the centerline of all adjoining City rights-of-way, and as depicted on Exhibit “A.”

SECTION 4. In the event this ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective after the fifth business day after adoption unless the Mayor notifies the City Council through written notice filed with the City Clerk that the Mayor will not veto the ordinance, in which case the ordinance shall take effective immediately upon filing such written notice with the City Clerk. In the event this ordinance is vetoed by the Mayor in accordance with the City Charter, it shall not become effective unless and until the City Council overrides the veto in accordance with the City Charter, in which case it shall become effective immediately upon a successful vote to override the veto.

Approved as to Form and Substance:

[Signature]

City Attorney (or Designee) Date

[Signature] 10.11.2017

Planning and Economic Development Department Date
EXHIBIT A
CITY OF ST. PETERSBURG  
COMMUNITY PLANNING & PRESERVATION COMMISSION  
PUBLIC HEARING  
October 10, 2017

QUASI-JUDICIAL PUBLIC HEARING

Note: Commissioner Wolf was recused from the following item (HPC 17-90300004) due to a conflict.

B. City File HPC 17-90300004  
Contact Person: Larry Frey, 892-5470

Request: Owner-initiated application for the designation of a local historic district to the St. Petersburg Register of Historic Places.

Location: The proposed district includes all parcels roughly bounded by the south half of the alley between 10th Avenue Northeast and 11th Avenue Northeast (northern boundary), the north half of the alley between 10th Avenue Northeast and 9th Avenue Northeast (southern boundary), east parcel lines of properties facing Oak Street Northeast between the two above-described alleys (eastern boundary), and west parcel lines of properties facing Bay Street Northeast between the two above-described alleys (western boundary).

Staff Presentation
Larry Frey gave a PowerPoint presentation based on the staff report.

Applicant Presentation
Zoe Wilkinson and Robin Reed, representing multiple owners, spoke in support of the request.

Public Hearing
The following people spoke in favor of the request:
Charleen McGrath, 376 18th Ave NE
Howard Hansen, 3810 20th Ave N
Peter Belmont, 102 Fareham Place N
Emily Elwyn, 836 16th Ave NE and representing St. Petersburg Preservation
Kimberly Wolfe, 600 1st St N

Dr. Frey addressed district size by stating that there are no precise formulas or definitions for how large or small a district can be; the National Register of Standards suggest that they be clearly definable areas and this is how staff looks at it.

Three email messages in support were received and distributed to the Commission Members prior to the meeting.
Cross Examination
By City Administration
Waived

By Applicant
Waived

Rebuttal/Closing Remarks
By City Administration
Waived

By Applicant
Waived

Executive Session
Commissioner Burke asked how a non-contributing structure in a district is treated differently than a contributing structure (i.e. alterations, additions, etc.). Mr. Kilborn explained that when a resident applies for a COA, a chart outlining the procedure of review is referenced which could be from “no review at all,” to “staff review,” and in the most significant cases a “public hearing review by the CPPC.” For non-contributing resources, staff can be more flexible in keeping it to staff review or no review required.

Commissioner Michaels congratulated the neighborhood for an excellent application; he will support the request.

Commissioner Wannemacher thanked Ms. Elwyn for her comment of large, unsympathetic new homes just suck away the value and integrity of a historic district, a very sensitive, properly designed new home on maybe an empty lot can, in fact, contribute to the value of a historic district.

Commission Chair Carter stated that it seems that the passion of residents of smaller districts is much greater and thanked them and staff for a good job.

MOTION: Commissioner Michaels moved and Commissioner Rogo seconded to approve the “North Shore Section-200 Block of 10th Avenue Northeast” to be designated as a local historic district to the St. Petersburg Register of Historic Places in accordance with the staff report.

VOTE: YES – Bell, Burke, Michaels, Rogo, Wannemacher, Whiteman, Carter
NO – None

Motion passed by a vote of 7 to 0.
For Public Hearing and Recommendation to City Council on October 10, 2017 beginning at 2:00 P.M., Council Chambers, City Hall, 175 Fifth Street North, St. Petersburg, Florida

According to Planning and Economic Development Department records, Commissioner Jeff Wolf resides or has a place of business within 2,000 feet of the subject property. All other possible conflicts should be declared upon the announcement of the item.

CASE NUMBER: HPC 17-90300004

STREET ADDRESSES: 202 10th Avenue Northeast 215 10th Avenue Northeast
216 10th Avenue Northeast 217 10th Avenue Northeast
226 10th Avenue Northeast 235 10th Avenue Northeast
236 10th Avenue Northeast 241 10th Avenue Northeast
242 10th Avenue Northeast 244 10th Avenue Northeast
255 10th Avenue Northeast 1001 Bay Street Northeast
916 Oak Street Northeast 1022 Oak Street Northeast

LANDMARK NAME: North Shore Section - 200 Block of 10th Avenue Northeast
OWNER: Multiple
APPLICANTS: Diane Sheppard and Robin Reed
REQUEST: Listing of the 200 Block of 10th Avenue Northeast Historic District in the St. Petersburg Register of Historic Places

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Appendix B  Additional Photographs/Street Graphic

Appendix C  Application for the St. Petersburg Register of Historic Places

Appendix D  Public Comment

Appendix E  Ballot Initiating Application to Consider Designation and Summary of Returns

Appendix F  Timeline of Early Ownership and Alterations
OVERVIEW

On August 25, 2017, an application for the listing of the 200 Block of 10th Avenue Northeast (proposed district) in the St. Petersburg Register of Historic Places as a local historic district was submitted by Diane Sheppard and Robin Reed, the former being a property owner within the proposed historic district. The submission of this application followed an information session held on August 8, 2017, which was hosted by City Staff (Staff) at the applicants’ request and attended by up to 11 property owners from within the delineated boundary of the proposed historic district.

Following the application’s receipt, Staff prepared a ballot by which homeowners could show support or non-support of the application. On August 18, 2017, ballots were mailed to each of the 22 listed owners of the 14 properties within the delineated boundary; the deadline to receive all ballots by the City is October 18, 2017. By August 28, 2017, a total of 14 ballots, representing all listed owners of eight (8) properties, were received by Staff, thus surpassing the City Code requirement of fifty (50) percent plus one (1) parcel required to consider an application for local district designation complete. One ballot of opposition was received by the City on October 17, 2017.

NARRATIVE DESCRIPTION AND BACKGROUND

Due to the similarity of context and locational characteristics, and to ensure a level of consistency in reporting, the following Narrative and Background information, as well as, other selected sections within this Staff report, are taken from the 700 Block of 18th Avenue Northeast Historic District staff report, prepared under 16-90300008 by Staff.

As noted in the Application for Designation (Appendix C), as well as in the contextual narrative for the North Shore National Register Historic District, North Shore was platted by the Snell & Hamlett Real Estate Company. The company was formed by C. Perry Snell and James C. Hamlett, who began purchasing the land that would come to be the North Shore neighborhood in 1909. The North Shore, as a collective of neighborhoods, and also referred to as the Old Northeast, was developed over a period of roughly 35 years, beginning in the 1910s with construction in the area’s southernmost section, which lies just north of St. Petersburg’s downtown central business area. At the time, the distance between the northern portions of the North Shore neighborhood and St. Petersburg’s small, but growing downtown seemed expansive, so, as shown below, the company financed an extension of the City’s streetcar line which ran up Locust Street to promote development.1 Snell sought to promote his subdivisions as beautiful, exclusive, and prestigious through the addition of lush landscaping, neatly-gridded streets, and deed restrictions dictating the orientation and minimum cost of homes to be built therein, and animals that could be kept.

By the early 1920s, St. Petersburg's population was welcoming a dozen or more new residents each day. Its population more than doubled between 1920 and 1926 to a total of over 30,000. Though construction boomed throughout the city, North Shore had established itself as a high-end residential neighborhood by this time. "It is an admitted fact by everyone who knows that the most valuable residential section in St. Petersburg is the North Shore," local realtor W. McKee Kelley was quoted as saying in 1923. "Every person familiar with St. Petersburg believes that St. Petersburg is going to grow very fast. As it grows, the demand for homes and lots in this choice section will steadily increase."³

Homes built in North Shore during this period included both those constructed specifically for individual owners and those constructed by speculative builders. Samuel V. Schooley and Perry M. Murphy were among the boom-era builders that had the greatest impact on the residential stock of St. Petersburg. Operating as the Schooley-Murphy Builders, they constructed hundreds of homes throughout the City.⁴ Having both relocated to St. Petersburg from the Midwest with backgrounds in construction, the pair became known for single-family homes built of hollow-clay tile, a structural system which offered both a sense of permanence and stability, and decreased costs of maintenance and fire insurance, when compared to wood frame counterparts.

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⁴ The Evening Independent, "Do You Really Know? Samuel V. Schooley," February 6, 1924.
Advertisements boasted that the company’s intimate knowledge of the building trade resulted in efficiency of labor and the highest quality of materials obtained for the lowest prices.\(^5\) Schooley-Murphy homes, which often exhibited the fashionable Mediterranean Revival or Mission styles fit in well in the high-end North Shore section, and were purchased rapidly by investors, northerners seeking second homes, and full-time residents seeking to relocate to St. Petersburg permanently. Though Schooley-Murphy does not appear to have developed in the proposed district, it is known that well-known local architect, Archie G. Parish, designed the residence at 255 10th Avenue Northeast.\(^6\) Though a fairly unremarkable residence, his relatively small, minimal traditional design that anchors the east end of 10th Avenue pursuant to the proposed district, is now an example of a building that has evolved over time with periodic alterations that have become historic. This includes enclosing the front porch and adding to its depth, an addition to the rear, as well as, carport and wall system that have been modified over time.

According to the National Register of Historic Places Registration Form and documentation for the North Shore Historic District, which includes the entirety of the proposed district,

> The largest amount of building [in the North Shore neighborhood] took place during the Florida Land Boom years of the 1920s. More than 1,000 buildings in the neighborhood date to this period. Dominant architectural styles include the Bungalow, Prairie, Frame Vernacular [which includes several of the houses within the proposed district that have been categorized as American Foursquare for the purposes of this report], Colonial Revival, and Mediterranean Revival.\(^7\)

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\(^7\) Kate Hoffman and Carl Shiver, *North Shore Historic District, Pinellas County, Florida*, National Register of Historic Places Registration Form, 2003. Section 7-page 3 and section 7-pages 63-64.
Business log from A. G. Parish showing job No. 3606 for original owners at 255 10th Ave NE. 1936. City archive.

200 Block of 10th Avenue Northeast

The Sanborn Maps below, reveal the development build-out of the proposed historic district from 1923-1951. Additions and changes are evident from the yellow coloring of the 1951 map. The proposed district includes all buildings, structures, roads, alleys, sidewalks, and other landscape features within the delineated boundary, which extends to any centerline of a street and alleys, as applicable to the district. Roads, alleys, sidewalks, and other landscape features are assumed to be contributing to the proposed district overall, but are not counted as historic resources since they are protected by City Code. Within the boundary, there are 14 properties (parcels) containing 25 historic resources with 23 determined to be contributing to the proposed district, and two (2) determined to be non-contributing. A further breakdown reveals that eight (13) primary residential buildings are contributing, while one (1) is non-contributing; eight (8) garage apartments are contributing, one (1) detached garage is contributing and one (1) is non-contributing. There is also one (1) structure that is contributing. Regarding the Prairie style
primary residence that is non-contributing, it is located at 235 10th Avenue Northeast, as shaded in gray in the graphic below, and as a photograph shown in Appendix B, is determined by Staff to be non-contributing due to: 1) the large, out-of-scale addition added to its west elevation which alters the historic dimensions, form, and symmetry of the original building design; 2) the matching rooflines between the historic and the new that do not support differentiation; 3) its frontal enclosed porch; and 4) the terminated driveway along 10th Avenue that departs from historic development patterns. For this particular building, all of these combine to create an obvious adverse impact to the building’s form, profile, and street appearance.

It must be noted that two small sheds, one located at 215 10th Avenue Northeast and the other at 916 Oak Street Northeast are not counted as historic resources and are thusly deemed non-contributing. Also, it is important to note that any reference to a garage apartment contained in this report and overall application is based on visual appearance only and does not guarantee any right of use according to the City Land Development Regulations to which such use would be applicable.

Map of contributing and non-contributing historic resources. Graphic by City Staff, 2017.

An architectural description of each of the 14 properties located within the proposed historic district’s boundaries is included in the Application for Designation (Appendix C). Except for the
property at 202 10th Avenue Northeast, photographs for each property are also found in the Application for Designation. However, a photograph is included for the missing property in Appendix B, herein. The proposed district serves as a representative sampling of how different architectural styles created a pattern of built design diversity as part of the larger North Shore neighborhood system. These resulting varying styles reflected individual tastes of the first owners, as well as, builders who were speculating based on popular consumerism during the period of significance. In contrast, and in spite of many city blocks revealing this diversity of architecture, others were purposefully planned and designed as enclaves for architectural themes such as Granada Terrace with its Mediterranean Revival, and certain street blocks where a full row of similarly designed residences can be found. Some buildings evolved over time as owners reconfigured their habitable space and living needs, and as technology changed to create new opportunities for enclosed spaces. In most cases, aging buildings and structures were repaired and altered as part of ongoing maintenance.

![1923 Sanborn Map.](image1.png) ![1951 Sanborn Map.](image2.png)

Also important to consider is that most residential blocks in the larger North Shore area are commonly composed of both one and two-story buildings juxtaposed in the random manner established by the first designers and owners. Several were designed first as multi-family buildings rather than single-family buildings, which still occurs today even in the proposed district, with many of these revealing additional floors that are now considered contributing resources since they were part of the built environment and perhaps the changing landscape affected by national trends and events. Perhaps the most common dimensional trait in the proposed district and the larger North Shore area is how the buildings, especially their frontal porches and entries relate to the public street and sidewalk as part of traditional urbanism. Though not always represented in the Colonial Revival style, most porches were found to be originally wide and open in order to nurture interaction with neighbors. For the past 30 years or so, many new communities have been reverting back to this type of development standard, often referred to a Neo-Traditionalism.

As shown in the graphic on the next page, out of 14 primary residences in the proposed historic district, eight (8) or 57% of these residences exhibit the Craftsman style, four (4) or 29% exhibit Colonial Revival, one (1) or 7% exhibit Minimal Traditional, and one (1) or 7% exhibit a Prairie
styling. It must be noted, that some residences within the proposed district appear to have been designed using elements from more than a single style, a practice not uncommon then, and even today. For example, a Colonial Revival basis may have been adorned with Craftsman nuances. A Prairie may be more pure in form that separates it from a Colonial Revival description by virtue of its entry feature, windows or columns, or other application.

Although the buildings within the proposed district exemplify numerous styles, they share an overall consistency of scale and form. Collectively, the historic design, materials, and layout of the proposed district culminate in an overall historic feeling. The proposed district retains some of its historic landscape features such as orientation to the street and alleyways, frontal setbacks and yard configurations. Significant, protected street trees are not lushly found. Augusta brickwork establishes the texture of 10th Avenue within the proposed district, and is also found as part of the alleyway construction. Granite curbs line the north and south sides of 10th Avenue, while hex-block is found along most of the sidewalks that encompass the proposed district, except for the section running along the east side of Bay Street Northeast from 10th Avenue north to the alley.
Status as Contributing Properties to National Register-Listed North Shore Historic District

The primary residence of each of the 14 properties contained within the boundaries of the proposed local historic district is National Register listed as a contributing resource to the North Shore Historic District (8PI09640), as are the garages and garage apartments on the properties of 1001 Bay Street Northeast, and 202, 215, 216, 217, 226, 235, 242, and 255 10th Avenue Northeast. It must be noted that the National Register report does not identify addresses 202, 216, and 226 as garage apartments. Nor does it include the existing structures currently found in the proposed district. Therefore, the National Register designation lists 23 contributing resources overall for the proposed district, in comparison to the 27 overall, or 23 contributing and four (4) non-contributing for the proposed district.

The North Shore National Register Historic District was listed in 2003 for its significance in the areas of Architecture and Community Planning and Development under Criterion A, “The property is associated with events that have made a significant contribution to the broad patterns of our history,” and Criterion C, “The property embodies the distinctive characteristics of a type, period, or method of construction or represents the work of a master, or possesses high artistic values, or represent a significant and distinguishable entity whose components lack individual distinction.” While a property or district’s listing in the National and St. Petersburg Registers are the result of separate processes and provide distinct recognition and protection measures, their eligibility evaluations follow parallel sets of criteria. In the case of the proposed 200 Block of 10th Avenue Northeast Local Historic District, its status as a relatively small collection of houses within a fairly definable area that can be construed to have definable characteristics within the much larger North Shore National Register Historic District warrants consideration when evaluating its local eligibility.

Since development of the North Shore area began at its southern boundary of 5th Avenue North and spread northward, St. Petersburg as a whole had already experienced an earlier land boom, but continued to expand outward as part of a second major construction boom, when both residences and neighborhood businesses had been locating within the larger North Shore area. The plat for the area, shown below as filed on April 18, 1910, includes the entirety of the proposed district outlined in red. According to the designation report, the parcels within the proposed district were developed with buildings and structures between 1915 and 1936. While higher style houses began to cluster near the North Shore waterfront after the First World War, others were built for and by the less wealthy, many arriving from out-of-state. In fact, many of the homes were originally lived in only part time during the cold Northern winters, though some did purchase them as year-round homes.

At the time of its listing, the North Shore National Register Historic District was found to have a total of 2,975 contributing buildings, including single-family and multi-family residential buildings, detached garages and garage apartments, and a small number of commercial buildings.8

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8 Hoffman and Shiver, section 7 – page 1.
Roughly a decade before the North Shore National Register Historic District was designated as such, an architectural survey of North Shore, Roser Park, and a portion of Round Lake was conducted by Historic Property Associates, Inc. In addition to recommending the creation of what is now the North Shore National Register Historic District, the resulting report additionally identified a number of buildings within each of the three neighborhoods it covered that could be eligible for individual nomination to the National Register of Historic Places. A total of 32 resources in the North Shore neighborhood were identified as having sufficient significance to warrant consideration of individual listing in the National Register. None of those 32 properties, are located within the proposed 200 Block of 10th Avenue Northeast District.⁹ The results of the 1994 report, along with numerous other surveys that have been conducted throughout the City, were used in the 2016 draft compilation of the City of St. Petersburg’s List of Eligible Properties, which is used as a reference by Staff but has not been formally adopted by the Community Planning & Preservation Commission.

Smaller historic districts as proposed are not uncommon when considering local *landmarking*, even when considering subsections of those already-established such as the North Shore National Register Historic District. However, additional listing in the St. Petersburg Register of

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Historic Places as a local district affords unique protections to its particular set of contributing resources that might not otherwise be afforded under the National Register standards alone. The National Trust for Historic Preservation recognizes the importance and validity of using rear property lines as district edges that encompass a single street in order to preserve the character of the development that faces each other along it.\textsuperscript{10} In fact, there is already a precedent for a single-block local historic district in St. Petersburg that is also contained within a National Register district. Lang’s Bungalow Court Local Historic District, which lies within the boundaries of the Downtown St. Petersburg National Register Historic District (designated 2004), was granted local historic designation in 2014 in order to preserve its unique architectural and planned character. Although it is part of a larger district, the proposed 200 Block of 10\textsuperscript{th} Avenue Northeast Historic District demonstrates a sufficient degree of integrity for its architectural forms and styling, and its retention of historic landscape elements — such as brick streets and granite curbs. Therefore, given the cohesive and intact nature of its resources, Staff finds the 200 Block of 10\textsuperscript{th} Avenue Northeast section of the North Shore historic district to be worthy of designation as a local district in addition to its status as a portion of the much larger National Register historic district.

STAFF FINDINGS

Staff finds that the 200 Block of 10\textsuperscript{th} Avenue Northeast Historic District, as delineated herein, eligible for inclusion as a local historic district in the St. Petersburg Register of Historic Places. In St. Petersburg, such eligibility is determined based on evaluations of age, context, and integrity under a two-part test as found in Section 16.30.070.2.5(D) of the City Code. Under the first test, historic documentation demonstrates that the residences within the boundaries of the proposed district were constructed between 1915 and 1936, or between 102 and 81 years prior to this designation proposal, surpassing the minimum required age of 50, and representing an older set of properties previously determined as a local historic district within St. Petersburg. The period of significance for the proposed district is, therefore 1915 through 1936, where historical context is rich and important to St. Petersburg, as found in local historic designation Criteria A, C, E, F, and G.

This Staff determination is in contrast to the submitted designation report, which did not include Criterion C, and included Criteria D and H. In these instances, Staff feels that Criterion C should be included since the overall North Shore area is closely associated with C. Perry Snell. Staff does not feel that Criterion D should be included, since there is no clear linkage between an individual builder or architect for the proposed district as a whole. While well-known local architect Archie G. Parish is listed as the primary designer for the Minimal Traditional residence located at 255 10\textsuperscript{th} Avenue Northeast, his contribution represents only one of the 14 individual primary residences, and the least included architectural styling of the proposed district. As a Minimal Traditional design that has been somewhat altered, it does not clearly stand out as exceptional among the other buildings. Parish’s contribution to the contributing status of the resource is certainly favorable to the individual building. Regarding Criterion H, Staff has determined that its

inclusion is also unnecessary, since a single block entity does not establish a definition as a clearly united neighborhood based on its architecture alone, and where Criterion G is preferable in that it is a more clearly definable area.

Under the **second** test, Staff finds that all of the seven factors of integrity are met for the district as a whole, though integrity for the primary residence at 235 10th Avenue Northeast does not meet the recognized standards for a contributing property due to its heavily altered condition. The determination for non-contributing status is derived from the St. Petersburg Design Guidelines for Historic Properties and the U.S. Secretary of the Interior’s Standards that cite the following as not recommended for individual buildings within historic districts:

1. Designing a new addition so that its size and scale in relationship to the historic building are out of proportion, thus diminishing the historic character;
2. Attaching a new addition so that the character-defining features of the historic building are obscured, damaged, or destroyed;
3. Using the same wall plane, roof line. Cornice height, materials, siding lap or window type to make additions appear to be part of the historic building;
4. Replacing historic multi-paned sash with new thermal sash utilizing false muntins;
5. Removing or radically changing entrances and porches which are important in defining the overall historic character of the building.

The proposed district includes all buildings, structures, roads, alleys, sidewalks, and other landscape features within the delineated boundary, which extends to any centerline of a street and alleys, as applicable to the district. The proposed district includes all buildings, structures, roads, alleys, sidewalks, and other landscape features within the delineated boundary, which extends to any centerline of a street and alleys, as applicable to the district. Roads, alleys, sidewalks, and other landscape features are assumed to be contributing to the proposed district overall, but are not counted as historic resources since they are protected by City Code. Within the boundary, there are 14 properties (parcels) containing 25 historic resources with 23 determined to be contributing to the proposed district, and two (2) determined to be non-contributing. It must be noted that two small sheds, one located at 215 10th Avenue Northeast and the other at 916 Oak Street Northeast are not counted as historic resources and are thusly deemed non-contributing. A further breakdown reveals that eight (13) primary residential buildings are contributing, while one (1) is non-contributing; eight (8) garage apartments are contributing, one (1) detached garage is contributing and one (1) is non-contributing. There is also one (1) structure that is contributing. Regarding the Prairie style primary residence that is non-contributing, it is located at 235 10th Avenue Northeast, as shaded in gray in the graphic below, and shown in Appendix B, is determined by Staff to be non-contributing due to: 1) the large, out-of-scale addition added to its west elevation which alters the historic dimensions, form, and symmetry of the original building design; 2) the matching rooflines between the historic and the new that do not support differentiation: 3) its frontal enclosed porch; and 4) the terminated driveway along 10th Avenue that departs from historic development patterns. For this particular building, all of these combine to create an obvious adverse impact to the building’s form, profile, and street appearance.
Historic Significance and Satisfaction of Eligibility Criteria

The first portion of the two-part test to determine eligibility for the St. Petersburg Register of Historic Places examines a resource’s historic significance with relation to nine (9) criteria. One or more of these criteria must be met in order for a property to qualify for designation as an individual landmark or district to be placed in the St. Petersburg Register. The nine (9) criteria are based off of the National Park Service’s criteria for placement in the National Register of Historic Places, and are designed to assess resources’ importance in a given historic context with objectivity and comprehensiveness. In the case of the proposed 200 Block of 10th Avenue Northeast Historic District, nomination documentation suggests that the property satisfies five (5) of the St. Petersburg Register criteria as follows.

<table>
<thead>
<tr>
<th>Is at least one of the following criteria for eligibility met?</th>
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<tbody>
<tr>
<td>A</td>
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<tr>
<td>Y</td>
</tr>
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</table>

A) Its value is a significant reminder of the cultural or archaeological heritage of the City, state or nation;

The proposed 200 Block of 10th Avenue Northeast Historic District is significant under Criterion A in the area of Community Planning and Development. It lies within the larger North Shore neighborhood, which was platted by the Snell and Hamlett Real Estate Company beginning in 1909. North Shore was eventually developed by a number of speculative builders and individual property owners, primarily between the 1920s and the 1940s. All 14 properties within the proposed district, however, were developed between 1915 and 1936, with later alterations becoming historically significant in their own right. This date range includes the “land boom” years representing a time of enormous growth for St. Petersburg. The North Shore neighborhood, in particular, was marketed as the growing young city’s premier residential section. The high caliber of the neighborhood remains visible throughout the proposed district, most notable from the neatly-gridded vitrified brick streets with granite curbs, to the carefully-spaced houses. Placed on narrow but deep lots with vehicular access limited to alley-facing garages, the parcels within the proposed district reflect a design intended to promote order in the early years of the personally-owned automobile.

Further, the mixture of architectural styles found within the proposed district is reflective of the imagination and individuality that marked the higher end “land boom” architecture of the mid-1920s, even during times of incredibly rapid construction. Of the 14 primary houses, eight (8) or 57% of the primary buildings exhibit the Craftsman style, four (4) or 29% exhibit Colonial Revival, one (1) or 7% exhibit Minimal Traditional, and one (1) or 7% exhibit a Prairie styling (non-contributing).

C) It is identified with a person who significantly contributed to the development of the City, state, or nation;

The Snell and Hamlett subdivision recorded as the Bayview Addition is closely associated with C. Perry Snell, an early residential developer of the City, who began platting large, undeveloped sections of the city in 1909, including the Bayview Addition in 1910. Snell also developed the
Granada Terrace subdivision, which is a local historic landmark district, Snell Isle, and the Snell Arcade, one of St. Petersburg’s primary individual local landmark buildings.

E) Its value as a building is recognized for the quality of its architecture, and it retains sufficient elements showing its architectural significance;

All of the primary residences and some outbuildings have sufficient integrity that reveals higher quality architecture and craftsmanship, typical of the North Shore Historic District in general. The proposed historic district, in its entirety, reads as historic in character based on its architecture and the placement of homes along its street, as well as, their relationships to the rear alleyways that are very characteristic of the St. Petersburg development pattern and traditional developments found throughout the United States during the 1920s and 1930s.

F) It has distinguishing characteristics of an architectural style valuable for the study of a period, method of construction, or use of indigenous materials;

As referenced above and by the application paperwork, numerous academic styles are found within the proposed district. These include Craftsman, Colonial Revival, Prairie, and Minimal Traditional, each of which experienced great popularity during the period of significance of 1915 through 1936. The clear differentiation between the individual properties within the proposed district, even those constructed by the same builders, further highlights the desire of early buyers to stand out among the crowd in this premier neighborhood.

and

G) Its character is a geographically definable area possessing a significant concentration, or continuity of sites, buildings, objects or structures united in past events or aesthetically by plan or physical development;

The proposed district boundary represents a concise delineation that identifies a definable set of east/west and north/south limits that run from street to street and alleyway to alleyway. Thusly, there is no apparent irregularity or extended reach of boundary lines to include or exclude properties. While it is difficult to identify the single block proposed here as a distinct neighborhood, its conciseness certainly represents a geography that is united in its orientation to the street and/or the rear alley systems. The proposed district contains not only its historic architecture, but also the landscape elements which help to define this boundary and unite its resources. While the proposed district is made up of a section of the larger North Shore National Register Historic District, property owners’ continued commitment to the preservation of its historic fabric and appearance, combined with its fine representation of multiple and eclectic themes and styles that are present throughout the neighborhood as a whole, merit the heightened level of protection afforded by listing in the St. Petersburg Register of Historic Places. The proposed district includes all buildings, structures, roads, alleys, sidewalks, and other landscape features within the delineated boundary, which extends to any centerline of a street and alleys, as applicable to the district. Within the boundary, there are 14 properties (parcels) containing 25 historic resources with 23 determined to be contributing to the proposed district, and two (2) determined to be non-contributing. It must be noted that two small sheds, one
located at 215 10th Avenue Northeast and the other at 916 Oak Street Northeast are not counted as historic resources and are thusly deemed non-contributing.

Historic Integrity

Per St. Petersburg’s Code of Ordinances’ Historic and Archaeological Preservation Overlay, Section 16.30.070.2.5, seven factors of integrity shall be considered once an individual resource or district is determined to meet one or more of the criteria for historic significance. However, because of their subjective nature, integrity of feeling and association, without meeting at least one other factor, are insufficient for designation. As shown below, the proposed district, overall meets all seven factors of integrity.

<table>
<thead>
<tr>
<th>Location</th>
<th>Design</th>
<th>Setting</th>
<th>Materials</th>
<th>Workmanship</th>
<th>Feeling*</th>
<th>Association*</th>
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<td>Y</td>
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<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
</tr>
</tbody>
</table>

*Must be present in addition to at least one other factor.

Location

No buildings have been relocated within the proposed district.

Design

Despite an expected degree of alterations to individual residences, and except for the primary residence located at 235 10th Avenue Northeast, the intended designs of the buildings within the proposed district remain clearly visible.

Setting

The proposed district is located within the North Shore National Register Historic District, a residential area which remains among St. Petersburg’s most historic and celebrated areas.

Materials and Workmanship

Maintenance, alterations, and additions to the properties have introduced some new materials and methods into the proposed district’s overall historic fabric. This is to be expected over time, and, in many cases, is necessary for a group of historic residences to remain useful as needs change. Overall, however, the proposed district’s materials and workmanship have been maintained and are clearly visible, further conveying the resources’ status as significant.

Feeling and Association

The proposed district successfully conveys its historic nature as a community of single-family residences dating to the Florida “land boom” of the 1920s.

Character-Defining Features

The character-defining features of a historic district are those elements that shall be retained in order for its historic significance to continue to be conveyed. In the case of a district containing multiple architectural styles, as is the case with the proposed 200 Block of 10th Avenue Northeast Historic District, care should be taken in order to respect each resource’s individual historic style.
as identified in this report, using the methods outlined for specific architectural elements in *St. Petersburg's Design Guidelines for Historic Properties*.

In addition to the architectural significance of each property, the proposed 200 Block of 10th Avenue Northeast Historic District gains additional significance from those elements that unite its resources, including:

- Consistent front setbacks;
- Overall consistency of scale with buildings of one- to two-stories in height, and medium-pitched hipped, gabled, or flat roofs;
- Overall consistency and proportion of form, and of fenestration and openings that include generous modes of transparency and voids;
- Vehicular access to properties generally limited to rear, with the absence of a prominent automobile orientation, detached and offset garage buildings, accessible via alleyways (except for 235 10th Avenue Northeast);
- Historic street and alleyways, and in part, its sidewalk materials, including vitrified brick of the streets and alleys, high-profile granite curbing, and hexagonal concrete blocks.

**PROPERTY OWNER CONSENT AND IMPACT OF DESIGNATION**

The application for the designation of the 200 Block of 10th Avenue Northeast Historic District as a local historic district to be listed in the St. Petersburg Register of Historic Places was submitted by Diane Sheppard and Robin Reed, the former being an owner of one of the 14 parcels contained within the proposed district, and the latter providing technical assistance and being an owner within the larger North Shore National Register Historic District. Following the application’s receipt, Staff prepared a ballot by which homeowners could show support or non-support of the application. Ballots were mailed or hand-delivered to each of the 22 registered owners of the 14 properties within the proposed boundaries. A total of 14 ballots, representing all registered property owners of eight (8) parcels, were received by Staff by the close of business August 28, 2017, thus surpassing the ratio of fifty (50) percent plus one (1) parcel required to consider an application for local district designation complete. Since that date, no additional ballots have been received from the owners of the remaining six (6) parcels within the proposed district. A copy of this ballot and a summary of returns is included in Appendix E.

The benefits of designation include increased heritage tourism through the maintenance of the historic character and significance found in many enclaves of the city, commitment to the City’s goals as a Certified Local Government in Historic Preservation, some relief from the requirements of the Florida Building Code and flood plain regulations, and tax incentives, such as the 10-year local ad valorem tax exemption and federal tax credit for qualified rehabilitation projects.

**CONSISTENCY WITH ST. PETERSBURG’S COMPREHENSIVE PLAN, EXISTING LAND USE PLAN, AND FUTURE LAND USE PLAN**

The proposed local historic landmark district designation is consistent with the City’s Comprehensive Plan, relating to the protection, use and adaptive reuse of historic buildings. The local landmark designation will not affect the Future Land Use Map (FLUM) or zoning
designations, nor will it significantly constrain any existing or future plans for the development of the City. The proposed landmark designation is consistent with the following objectives:

**Objective LU10:** The historic resources locally designated by the St. Petersburg City Council and Community Planning and Preservation Commission (CPPC) shall be incorporated onto the Land Use Map or map series at the time of original adoption, or through the amendment process, and protected from development and redevelopment activities consistent with the provisions of the Historic Preservation Element and the Historic Preservation Ordinance.

**Policy LU10.1:** Decisions regarding the designation of historic resources shall be based on the criteria and policies outlined in the Historic Preservation Ordinance and the Historic Preservation Element of the Comprehensive Plan.

**Policy HP2.3:** The City shall provide technical assistance to applications for designation of historic structures and districts.

**Policy HP2.6:** Decisions regarding the designation of historic resources shall be based on National Register eligibility criteria and policies outlined in the Historic Preservation Ordinance and the Comprehensive Plan. The City will use the following selection criteria [for City-initiated landmark designations] as a guideline for Staff recommendations to the CPC and City Council:

- National Register or DOE status
- Prominence/importance related to the City
- Prominence/importance related to the neighborhood
- Degree of threat to the landmark
- Condition of the landmark
- Degree of owner support

**RECOMMENDATION**

Staff recommends approval of the application to add the 200 Block of 10th Avenue Northeast Historic District to the St. Petersburg Register of Historic Places, thereby referring the application of City Council for first and second reading and public hearing.

**REFERENCES**


City of St. Petersburg. *Property Cards*. On file, City of St. Petersburg.


*Polk's City Directories, St. Petersburg Florida*. On file, St. Petersburg Museum of History. 1925-1940.
Appendix B
Additional Photographs/Street Graphic (by Staff, 2017)

Brick streets, granite curbs, and hexblock sidewalks within proposed district

Context of Oak Street NE corner properties within proposed district
View of alleyway along south boundary within proposed district

View of alleyway along north boundary within proposed district
Non-contributing property at 235 10th Avenue NE, with later addition shown with red lines

Contributing property at 202 10th Avenue NE
Contributing garage apartment at property 202 10th Avenue NE
Craftsman
Cot
Rev
-up to 14 properties contributing to NRHD
-12 properties with significant 10th Ave presence
-as required to initiate Craftsman h.

Craftsman
Cot
Rev

Craftsman
Cot
Rev
influences
Craftsman

Craftsman
Cot
Rev

Craftsman

Craftsman
10th Ave

Craftsman

Craftsman
Cot
Rev
Plane-Altered

Craftsman

Craftsman

Craftsman

Craftsman

Craftsman

Craftsman
Appendix C

Designation Application Submitted for the St. Petersburg Register of Historic Places
Local Landmark Designation Application

1. NAME AND LOCATION OF PROPERTY

<table>
<thead>
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<th>historic name</th>
<th>Snell and Hamlett's North Shore Addition</th>
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<tbody>
<tr>
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<tr>
<td>address</td>
<td>200 Block of 10th Avenue NE</td>
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2. PROPERTY OWNER(S) NAME AND ADDRESS

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</tr>
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3. NOMINATION PREPARED BY

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<tr>
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<tr>
<td>street and number</td>
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<tr>
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<td>(w)</td>
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4. BOUNDARY DESCRIPTION AND JUSTIFICATION

Describe boundary line encompassing all man-made and natural resources to be included in designation (general legal description or survey). Attach map delimiting proposed boundary. (Use continuation sheet if necessary)

5. GEOGRAPHICAL DATA

<table>
<thead>
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200 Block of 10th Avenue NE
Name of Property

6. FUNCTION OR USE

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7. DESCRIPTION

**Architectural Classification**
(See Appendix A for list)

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<tr>
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**Narrative Description**

On one or more continuation sheets describe the historic and existing condition of the property use conveying the following information: original location and setting; natural features; pre-historic man-made features; subdivision design; description of surrounding buildings; major alterations and present appearance; interior appearance;

8. NUMBER OF RESOURCES WITHIN PROPERTY

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200 Block of 10th Avenue NE
Name of Property

9. STATEMENT OF SIGNIFICANCE

Criteria for Significance
(mark one or more boxes for the appropriate criteria)

☐ Its value is a significant reminder of the cultural or archaeological heritage of the City, state, or nation.

☐ Its location is the site of a significant local, state, or national event.

☐ It is identified with a person or persons who significantly contributed to the development of the City, state, or nation.

☒ It is identified as the work of a master builder, designer, or architect whose work has influenced the development of the City, state, or nation.

☒ Its value as a building is recognized for the quality of its architecture, and it retains sufficient elements showing its architectural significance.

☐ It has distinguishing characteristics of an architectural style valuable for the study of a period, method of construction, or use of indigenous materials.

☒ Its character is a geographically definable area possessing a significant concentration, or continuity or sites, buildings, objects or structures united in past events or aesthetically by plan or physical development.

☒ Its character is an established and geographically definable neighborhood, united in culture, architectural style or physical plan and development.

☐ It has contributed, or is likely to contribute, information important to the prehistory or history of the City, state, or nation.

Areas of Significance
(see Attachment B for detailed list of categories)

Architecture

Community Planning and Development

Period of Significance
1915-1936

Significant Dates (date constructed & altered)

Significant Person(s)

Cultural Affiliation/Historic Period

Builder

Architect

Archie Parish

Narrative Statement of Significance
(Explain the significance of the property as it relates to the above criteria and information on one or more continuation sheets. Include biographical data on significant person(s), builder and architect, if known. Please use parenthetical notations, footnotes or endnotes for citations of work used.)

10. MAJOR BIBLIOGRAPHICAL REFERENCES

Please list bibliographical references.
BOUNDARY DESCRIPTION AND JUSTIFICATION

The boundary of the 200 Block of 10th Avenue NE Historic District encompasses part of Block 8 on the north side of 10th Avenue NE and part of Block 11 on the south side of 10th Avenue NE between Bay Street and Oak Street. Two of the houses face Oak Street, and one house faces Bay Street. The properties are within the Subdivision Plat of Snell & Hamlett's Bay View Plat, recorded in Pinellas County Plat Book ?, page ?. All properties on the block are listed in the National Register of Historic Places as contributing properties to the North Shore Historic District. The block is remarkably intact; the majority of the houses are Craftsman style architecture.

PHYSICAL DESCRIPTION

The district consists of relatively flat terrain composed of well-drained sandy soil. All but three of the houses are single family. The lots on the north side range in frontage from 45' to 75'; those on the south side are all 60' wide. Several properties on the block have detached garages, some with living space above, bringing the total number of structures within the district to 23. Tenth Avenue bisects the district and is paved with brick, which is primarily Augusta Block. The service alleys to the north and south are also paved with brick. Sidewalks are a mixture between continuous concrete pour and hexagonal block pavers that are natural concrete and dark gray concrete in color and laid in a random pattern. Curbing is granite. Mature trees and tropical landscaping complete the block.

HOUSE DESCRIPTIONS

916 Oak Street NE
This one story wood frame house constructed in 1925 is an example of Craftsman style architecture. It has a rectangular plan and a gable roof with a gable dormer. The exterior wall fabric is board and batten siding. An entrance porch with a gable roof, square column supports, masonry piers and a knee wall extends from the façade. Other notable architectural elements include a south offset chimney, a continuous concrete block foundation, and eave brackets. The gable end contains a lovely Palladian window.

1022 Oak Street NE
This two-story wood frame house, built c.1923, is in the Craftsman style. The plan of the building is irregular and consists of a gable roof with a gable extension. The fenestration is composed of double hung sash windows with 1/1 lights. A gable-roofed entrance porch with tapered column supports and masonry piers extends from the façade. Other notable elements include a south end, exterior chimney and a continuous block foundation. Of note is the original heart pine interior flooring, casement windows on either side of the chimney, and decorative eave brackets. The building has been altered by the addition of vinyl siding and the enclosure of the front porch.
1001 Bay Street
Built c.1923, this two story Craftsman style house is wood frame construction. It has a rectangular plan and a gable roof. The exterior fabric is weatherboard. An end porch with a hip reroof, truncated column supports and masonry piers runs the length of the façade. A second smaller porch faces the Bay street side of the house. Other notable architectural features include an east offset chimney and a concrete pier foundation. It also has decorative eave brackets and exposed rafter ends. The house has been altered by the enclosure of the front porch. In 1943, an addition was added to the second story of the garage. According to the Property Card, the early duplex was converted to 4 apartments in 1958 by A. R. Fiedler; it is now a single family home.

202 10th Avenue NE
This house is a two story wood frame building in the Colonial Revival style of architecture. It has a rectangular plan and a hip roof with a shed dormer. The exterior wall fabric is asbestos shingle on the second story and aluminum siding on the first story. The fenestration consists of double hung sash windows with 1/1 lights. An end porch with a hip roof, tapered column supports, masonry piers, and a knee wall runs the length of the façade. There is a second door facing the street side of the house located under the porch roof. Additional architectural elements include an east end, exterior chimney and a poured concrete foundation.

In 1924, Virginia Heustis put a three-room addition over the garage and enclosed a second story porch with glass.

215 10th Avenue NE
This two and one-half story wood frame house is another example of Craftsman style architecture. The building has a rectangular plan and a gable roof with gable dormers. The exterior wall fabric is weatherboard. An entrance porch with a hip roof and round column supports extends from the façade. Other architectural elements included an east end, exterior chimney and a continuous concrete block foundation. In 1936, F.E. McKechnie put a one story, one-room addition on the house.

216 10th Avenue NE
This one story, 6 room Craftsman style home of wood frame construction was built in 1920 by R.W. Miller at a cost of $3,000. In 1924, a two story frame garage was constructed with a 4-room apartment above the garage. The main house has a rectangular plan and a gable roof. The exterior wall fabric is asbestos shingle, and fenestration consists of double hung sash windows with 6/1 lights. An entrance porch with a hip roof tapered column supports, and masonry piers extend from the façade. Other architectural features include a center ridge chimney, a continuous brick foundation, and decorative exposed beams and rafter ends. In 1993, the house was converted back to a single family residence.

217 10th Avenue NE
This one and a half story, seven-room wood frame Craftsman style house was built in 1920 at a cost of $4,500. The owner and contractor was E.H. Lewis. It has a rectangular plan and a gable
roof with a gable dormer. The exterior wall fabric is stucco, and the fenestration consists of double hung sash windows with 4/1 lights. An end porch is incorporated under the main roof and features tapered column supports and a knee wall. It has a south offset chimney and a poured concrete foundation. The porch was enclosed at some point in time. In 1933, a bedroom and bath were added to the house, and in 1936 servants' quarters were added above the garage by Erma Gleason.

226 10th Avenue NE
This two story wood frame, Colonial Revival style house is rectangular in shape with a hip roof and hip dormers which face north and south. The exterior walls are finished in asbestos shingle, weatherboard and cedar. The veranda runs along the front of the home with a small extension on the east side of the house. It has square columns, masonry piers, and a knee wall which runs the length of the façade. The property has most of the 9/1, and two beautiful 16/1 wood windows. The house has a continuous poured concrete foundation and decorative exposed rafter ends.

The home was built in 1915 and was owned by 2 sisters, Nellie and Minnie Mickle. Another sister, owned 216 10th Ave NE. Minnie had the original garage built in 1918 for $200. This home stayed in their family until the mid 1950's. It seems these sisters owned a supermarket on the 600 block of Central Avenue. When the house was sold to a Fred Camfield he turned it into apartments. In the early 1990s, the house was converted back to a single family home. Since that time there have been 4 homeowners including the most recent owners who purchased it in 2014.

235 10th Avenue NE
This two story wood frame house was built prior to 1925 when a permit was issued for general repairs. It is in the Prairie style of architecture. The house has a rectangular plan and a hip roof with a hip dormer. The roof material is standing seam metal. The fenestration consists of double hung sash windows with 5/1 lights which replaced jalousie windows (not orifinal) in 1971. An end porch with a hip roof, masonry column supports and a knee wall runs the length of what was originally the entire façade of the house. It has been enclosed. A very large two story addition was recently added to the west side of the original house, almost doubling its size.

236 10th Avenue NE
This two story wood frame building exhibits the Colonial Revival style of architecture. The building has a rectangular plan and a gable roof. The exterior wall fabric is weatherboard, and the fenestration consists of double hung sash windows with 1/1 lights. A portico with a gable roof and Tuscan columns extends from the façade. The foundation is of concrete block. The property card states that the main house was constructed in 1924 by M.L. Babel, at a cost of $12,000. It contained 8 apartments, each with 4 rooms. Myrtle Babel added a one story porch. Within the year, Percy Darby constructed a three story apartment building to the rear with 12 rooms. By 1955, the complex was called the “Court Apartments”. It remains a multi-family property.
241 10th Avenue NE
This 2-story wood frame house is an example of Craftsman style architecture. The plan of the building is irregular and consists of a gable roof main unit with a gable dormer and a hip extension. Decorative exposed beams and rafter ends are a distinctive feature. An end porch is incorporated under the main roof and features tapered column supports, masonry piers, a knee wall and the original Cuban floor tile. It has a north offset chimney and a poured concrete foundation. Constructed about 1923 this bungalow reflects a distinctive feature of Florida’s residential neighborhoods during the early twentieth century.

Originally a one and one-half story structure with a garage, a second-floor addition was built in the back of the house and the garage was torn down (1951). In 2015 the house underwent a major renovation that retained the historic Craftsman style both externally and internally. In 2017 a breezeway, garage and pool were added that incorporated the distinctive style components of the roof lines and porch’s tapered columns with masonry piers. The exterior surfaces also continue the historic frame and stucco finishes of the house.

242 10th Avenue NE
This two story wood frame house was built in 1926 by A.E. Lewis, at a cost of $4,500. The plan of the Craftsman style house is irregular and consists of a gable roof with rafter ends, a gable dormer and gable extension. Fenestration consists of double hung sash windows with 6/1 lights. A portico with a gable roof and Tuscan columns extends from the façade. The house has a west end exterior chimney and a concrete pier foundation.

Mrs. Lewis enlarged and enclosed an earlier rear porch with glass, and added a second story to it in 1938.

244 10th Avenue NE
This two story wood frame house was built as an apartment building in 1927, at a cost of $12,000 by Mr. J.N. Stites. It contained four, 5-room apartments. The plan of the Colonial Revival style building is rectangular and consists of a hip roof with hip dormer. An additional feature is a decorative overhang on knee braces. The exterior wall fabric is weatherboard, and the fenestration consists of double hung sash windows with 1/1 lights. There is an exterior west end chimney and a continuous brick foundation. It remains a multi-family property.

255 10th Ave NE
This one story wood frame house and garage is an example of frame Vernacular style of architecture. It has a gable roof with cross-gables and an exterior north offset chimney. According to the property card it was built in 1936 by Mr. C. B. Kinkead and his wife Margaret; the contractor for the project was Hayes, Inc. The house originally had a screened entrance porch which was glass-enclosed in 1946. The house was altered in 1979 by replacement of most of the original windows by metal windows. At that time, vinyl siding was applied to the façade and two sides of the house. The house has a back porch with square columns and Cuban tile. An interesting feature of this house is that, though it has a small backyard, maximum contact from the house with the backyard is created by 4 French doors, opening onto the back porch.
Designed by prominent architect Archie Parish, this house was featured in the book, *St. Petersburg Architecturally*. The publication was 'presented' as a first volume in 1939 by 10 well-known architects to showcase "recently constructed buildings . . . typical of modern trends and designs for the semi-tropical climate of St. Petersburg, the "Sunshine City," of Florida.

**SETTING**

Located within the Historic old Northeast neighborhood between Oak Street and Bay Street, the 200 Block of 10th Avenue NE is four blocks east of the busy 4th Street Corridor and five blocks north of 5th Avenue, the southern boundary of the neighborhood.

Zoning is single family with three of the properties being grandfathered to multi-family status. Until 1977, the entire neighborhood was zoned multi-family. Minor changes were made during this time until a major zoning effort for the entire city was undertaken in 2009. Remaining multi-family units were grandfathered, and many of those remain today, especially in the southern parts of the neighborhood.

The 200 Block of 10th Avenue NE has retained integrity of setting, design, materials, and workmanship. Modern alterations to the homes are minimal, and some of these changes have been returned to original configurations or materials.

Retention of hex block sidewalks, brick streets and granite curbs contribute to the integrity of the setting, as well as the tree canopy and landscaping.

**SIGNIFICANCE**

**Architecture**

(1) It has distinguishing characteristics of an architectural style valuable for the sturdy of a period, method or construction of use of indigenous materials.

The 200 Block of 10th Avenue NE displays architectural diversity, particularly within the Craftsman style which is predominant on the block. Each of the residential structures exhibits different features of the style. All but three of the fourteen main residential structures were built in the Craftsman style with the exceptions being two Colonial Revival houses and one Frame Vernacular style house.

The house located at 226 10th Avenue NE, built in 1915, is one of the oldest in the Historic Old Northeast neighborhood. The majority of houses on the block were built in the 1920s when construction in the City was booming, and the Craftsman style of architecture very popular. The house at 255 10th Avenue NE is unique on the block in that it was designed by noted St. Petersburg architect, Archie Parish. It was featured in the book, *St. Petersburg Architecturally*. The publication was 'presented' as a first volume in 1939 by 10 well-known architects to
showcase “recently constructed buildings . . . typical of modern trends and designs for the semi-tropical climate of St. Petersburg, the “Sunshine City,” of Florida.

Community Planning and Development

(1) Its character is a geographically definable area possessing a significant concentration or continuity of sites, buildings, objects or structures united in past events or aesthetically by plan or physical development.
(2) Its value is a significant reminder of the cultural or archaeological heritage of the City, state or nation.
(3) Its character is an established and geographically definable neighborhood, united in culture, architectural style or physical plan and development.

The 200 Block of 10th Avenue Northeast Historic District is an intact example of the typical suburban development expanding from the core of St. Petersburg in the booming 1920s. It displays a rich mix of architectural detail to suit buyers from around the country who were flocking to St. Petersburg. The homes form a definable sub-neighborhood with unifying characteristics within the larger neighborhood. Those unifying characteristics include the brick streets, hex block sidewalks, granite curbs and the leafy tree canopy.

The Old Northeast neighborhood’s diversity is considered by many to be the backbone of its popularity with new residents. An exceptional sense of community has developed not only from the diversity of architectural styles to be found on the leafy brick streets, but also from the different ages, talents, economic status, and heritage of Old Northeast’s residents. The variety of sizes and styles of houses is popular with, and appeals to, a wide variety of people.

This diversity of the housing stock within the prevailing 1920s sensibility found in the 200 Block of 10th Avenue NE is one of its greatest assets. This is clearly readable within the block with the single family homes, and apartments constructed to look more like single family homes, all located along the brick avenue that bisects the Avenue.

Architect

It is identified as the work of a master builder, designer, or architect whose work has influenced the development of the City, state, or nation

Archie Parish was the architect for 255 10th Avenue NE, built in 1936. Born in Minnesota, he moved to St. Petersburg in 1924. His first major commission in the City was the Downtown YMCA. His career spanned several decades during which he designed Christ United Methodist Church and the First Presbyterian Church on Beach Drive. He also worked on the Jordan Park Housing Project and additions to the St. Pete Shuffleboard Complex. Many residential buildings
in St. Petersburg can be attributed to Mr. Parish. He was a fellow of the American Institute of Architects and a president of the Florida State Board of Architects.

HISTORICAL CONTEXT

Development of Historic Old Northeast

On December 15, 1909, C. Perry Snell and James C. Hamlett formed the real estate company of Snell and Hamlett, and together began to purchase vast tracts of farmland and wilderness north of the downtown area stretching to the tip of Coffee Pot Bayou. These purchases became some of the earliest planned neighborhoods of St. Petersburg. One of the largest purchases was of the “Tinson-Tunno-Flannery Property” stretching from 9th Avenue North to Coffee Pot Bayou. At the request of the property owners, the City annexed this land in 1914. This land was divided into numerous small subdivisions, including the Bay View Subdivision which ran from 9th Avenue to 13th Avenue and from Locust Street west to 4th Street. The plat was filed on April 18, 1910 (Wells 2006, 50, 53, 54, 76).

Snell and Hamlett made many land improvements prior to selling the individual lots for development, including the Coffee Pot seawall, roads, sewers and gas lines. Snell also invested in a trolley line which ran along Locust Street to create easy access to the new subdivisions. Snell and Hamlett promoted the North Shore neighborhood as the premier residential section of St. Petersburg. Deed restrictions were placed on the properties sold requiring all homes face north or south, with the exceptions of corner lots. All homes were to cost a minimum of $5,000. Livestock was not permitted to be kept in the premises. African Americans were not permitted to live in the primary homes, though those employed by home owners could live in the accessory buildings. Individuals who purchased lots built homes of varying architectural styles, including Mediterranean, Craftsman, Prairie, Mission, Tudor, Colonial and vernacular versions of these styles.

Although a number of the houses were constructed in the teens, the majority of the land was developed in the 1920s, 30s, and 40s. Following World War II, predominantly one-story homes were built on the remaining lots. More recently, exceptionally large homes have replaced a number of homes located throughout the neighborhood, causing concern on the part of many residents.

The neighborhood grew until the boundaries included the land from Fifth Avenue North to Thirtieth Avenue North. The eastern boundary stretched from Tampa Bay north to Coffee Pot Bayou. The Fourth Street North Business District defines the western boundary. The waterfront became the site of grand homes facing the bay and a string of parkland stretching south to downtown. Throughout the rest of the neighborhood, more modest homes randomly alternate with larger ones, creating a unique blend of styles and sizes, appealing to a diverse group of homeowners.

The neighborhood’s early 20th century development pattern resulted in narrow, gridded streets
with spacious sidewalks, alleys, and deep narrow lots. The homes were built in a traditional pattern with porches and entryways to the front and garages to the rear. Although most homes are single-family, there are a number of small, high-quality early 20th century and mid-century modern apartment buildings located primarily in the southern part of the neighborhood.

Today, the neighborhood is still characterized by a diversity of architectural styles, waterfront green space, brick streets, granite curbs, hex block sidewalks and front porches. An enveloping street tree canopy reinforces the pedestrian quality of the neighborhood. Preserved waterfront parks form the eastern boundary of the neighborhood. To the west, on Fourth Street, Sunken Gardens has undergone major restoration and the business district is the site of redevelopment into a dining, retail and business corridor leading to downtown. The North Shore National Register District was created in 2003.
HOMEOWNERS AND THEIR ADDRESSES – 200 Block of 10th Avenue NE

GUCKEN, SEAN
216 OAK ST NE
ST PETERSBURG FL 33701-1921

RICHTER, DONNA
1022 OAK ST NE
ST PETERSBURG FL 33701-1923

FORD, PETER and LANI
1001 BAY ST NE
ST PETERSBURG FL 33701-1839

MASELLI, KRISTIN
202 10TH AVE NE
ST PETERSBURG FL 33701-1911

SHEPPARD, DIANE and ZOE A. WILKINSON
215 10TH AVE NE
ST PETERSBURG FL 33701-1910

ST CYR, DAVID
216 10TH AVE NE
ST PETERSBURG FL 33701-1952

LYLE, ROBYN JOHNSON
217 10TH AVE NE
ST PETERSBURG FL 33701-1910

CARLEY, MICHAEL and ANGELA
226 10TH AVE NE
ST PETERSBURG FL 33701-1911

GREENE, SCOTT M and DOMINIQUE
235 10TH AVE NE
ST PETERSBURG FL 33701-1910

A VOICE FROM A HIGH LLC
236 10TH AVE NE
ST PETERSBURG FL 33701-4620
BLANSHAN, SUE A AND BARBARA SMITH
241 10TH AVE NE
ST PETERSBURG FL 33701-1910

JONES, JAMES M JR AND CHRISTY RENEE COLLINS
242 10TH AVE NE
ST PETERSBURG FL 33701-1911

YOUNG, KATHLEEN
244 10TH AVE NE
SAINT PETERSBURG FL 33733-3402

WITBREUK, IRMA AND ALAN HEBDON
255 10TH AVE NE
ST PETERSBURG FL 33701
BIBLIOGRAPHICAL REFERENCES


City of St. Petersburg, property cards


National Park Service, United Stated Department of the Interior, National Register of Historic Places Program.


St. Petersburg Landmark Designation Application

Name of Property

916 Oak Street NE
215 10th Avenue NE
MAP: Block 8, lots 7 – 12, and Block 11, Lots 1 – 6
Appendix D
Public Comment

Received as of October 3, 2017

FOR:
None received

OPPOSED:

1) Kenneth Haney, 249 9th Avenue NE, does not like the idea of a local historic district (property not within proposed historic district), via telephone September 20, 2017.

2) Kathleen Young opposes historic district designation. Owns contributing property at 244 10th Avenue NE, via telephone, September 26, 2017.
Appendix E
Ballot Initiating Application to Consider Designation and Summary of Returns

OFFICIAL BALLOT
Must be returned or postmarked on or before October 18, 2017.

I, ____________________________, owner of the property located at
________________________________________________________
St. Petersburg, Florida 33701:

☐ SUPPORT
☐ DO NOT SUPPORT

Initiating an application to consider designation as a local historic district. The proposed district boundary includes a portion of 10th Avenue Northeast, bound by Bay Street NE to the west and Oak Street NE to the east, as shown on reverse. A forged signature is an illegal signature that may be prosecuted accordingly; the City of St. Petersburg reserves the right to verify signature authenticity with the ballot recipient.

(Signature) (Date)

Ballot Instructions:

Please sign and return this ballot on or before October 18, 2017. The ballot may be:

- Delivered in person to the Urban Planning and Historic Preservation Division, 8th Floor of the Municipal Services Center, One Fourth Street North, St. Petersburg, FL 33701;
- Mailed to Official Ballot, 10th Ave. NE LHD c/o Larry Frey, Urban Planning & Historic Preservation Division, PO Box 2842, St. Petersburg, FL 33731-2842.

A demonstration of support from 50% + one (1) of the tax parcels located within the proposed boundary is required for this application to proceed to the Community Planning & Preservation Commission (CPPC) and City Council. The application will be deemed complete immediately upon receipt of “support” votes representing at least eight (8) of the 14 tax parcels.

The response for each tax parcel will be counted as one (1) vote; in the case of conflicting votes among multiple owners of a single tax parcel, the vote will be counted as nonsupport. Following return of the ballot, your position may not be changed for the purposes of meeting the minimum requirements to initiate the application.

Ballots not received or postmarked on or before October 18, 2017 will be recorded as a nonresponse and counted as a “do not support” vote.

This vote is to initiate the application process only; it does not finalize the decision of whether a historic district will be officially created. If sufficient support is demonstrated and the application forwarded to the CPPC and City Council, you will be given a minimum of ten (10) days notice of a public hearing at which you may provide input regarding the potential district designation.
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<td>SMITH, BARBARA A REV LIV TRUST BLANSHAN, SUE A BLANSHAN, SUE A TRE</td>
<td>241 10th Ave NE</td>
<td>8/28/2017</td>
<td>Support</td>
</tr>
<tr>
<td>10Y</td>
<td>COLLINS, CHRISTY RENEE JONES, JAMES M JR</td>
<td>242 10th Ave NE</td>
<td>8/28/2017</td>
<td>Support</td>
</tr>
<tr>
<td>11Y</td>
<td>YOUNG, KATHLEEN</td>
<td>244 10th Ave NE</td>
<td>8/24/2017</td>
<td>Support</td>
</tr>
<tr>
<td>12Y</td>
<td>*********</td>
<td>255 10th Ave NE</td>
<td>8/24/2017</td>
<td>Support</td>
</tr>
</tbody>
</table>

Fourteen parcels total. 8 votes of support needed to move forward.

Ballots due October 18, 2017. Sufficient votes to demonstrate support received on August 28th, 2017.
Appendix F
Timeline of Early Ownership and Alterations
<table>
<thead>
<tr>
<th>Address</th>
<th>Year</th>
<th>Owner</th>
<th>Notes</th>
<th>Action</th>
<th>Value</th>
<th>Source</th>
</tr>
</thead>
<tbody>
<tr>
<td>1001 Bay St NE</td>
<td>1943</td>
<td>GL McClintock</td>
<td>Erect 2nd-story addn to kitchen of garage apt</td>
<td>$200 Property Card</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1949</td>
<td></td>
<td>Enclose area under stair &amp; landing of garage apt</td>
<td>$60 Property Card</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1954</td>
<td></td>
<td>Also added 6&quot; steel stack in 1958</td>
<td>Add metal stack for fuel $40 Property Card</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1958</td>
<td>R Fiedler</td>
<td>Convert duplex to 4 apts-2 up/2 down; convert 2nd floor porch to Florida room, enlarge bath at 2nd floor</td>
<td>$6,500 Property Card</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1959</td>
<td></td>
<td>Erect 5x15 screen porc at rear of residence</td>
<td>$200 Property Card</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1962</td>
<td></td>
<td>Erect outside stairs &amp; reroof residence</td>
<td>$176+400 Property Card</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1964</td>
<td>A Fiedler</td>
<td>Reroof</td>
<td>$500 Property Card</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1970</td>
<td>O Dyvig</td>
<td>Repair step, window screens</td>
<td>$500 Property Card</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1980</td>
<td>J Hirsch</td>
<td>Reroof garage apt w shingles</td>
<td>$1,500 Property Card</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1986</td>
<td>D Gordon</td>
<td>Reroof</td>
<td>$1,000 Property Card</td>
<td></td>
<td></td>
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<tr>
<td>916 Oak St NE</td>
<td>1925</td>
<td>Owner</td>
<td>Craftsman SFR</td>
<td>1-story wood frame board/batten siding w/ ? rms</td>
<td>$</td>
<td>Property Card</td>
</tr>
<tr>
<td>Address</td>
<td>Year</td>
<td>Owner</td>
<td>Notes</td>
<td>Action</td>
<td>Value</td>
<td>Source</td>
</tr>
<tr>
<td>--------------</td>
<td>------</td>
<td>-----------</td>
<td>--------------------------------------------</td>
<td>-------------------------</td>
<td>--------</td>
<td>--------------</td>
</tr>
<tr>
<td>1022 Oak St NE</td>
<td>1923</td>
<td>Craftsman SFR</td>
<td>2-story wood frame garage bldg., 4 rooms 24 x 36</td>
<td>$</td>
<td></td>
<td>Property Card</td>
</tr>
<tr>
<td></td>
<td>1940</td>
<td>EF Goldsmith</td>
<td>Add asbestos siding</td>
<td>$540</td>
<td></td>
<td>Property Card</td>
</tr>
<tr>
<td></td>
<td>1983</td>
<td>K Geary</td>
<td>Reroof with fiberglass shingles</td>
<td>$2,265</td>
<td></td>
<td>Property Card</td>
</tr>
<tr>
<td>202 10th Ave NE</td>
<td>≤1923</td>
<td>Colonial Revival SFR</td>
<td>Construction</td>
<td></td>
<td></td>
<td>Property Card</td>
</tr>
<tr>
<td></td>
<td>1924</td>
<td>V. Heustis</td>
<td>Constr 3-room addn over garage; enclose second-story porch w/ glass.</td>
<td></td>
<td></td>
<td>Property Card</td>
</tr>
<tr>
<td></td>
<td>1953</td>
<td></td>
<td>Request to operate hospital denied.</td>
<td></td>
<td></td>
<td>Property Card</td>
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<tr>
<td>215 10th Ave NE</td>
<td>≤1923</td>
<td>Craftsman SFR</td>
<td>Construction</td>
<td></td>
<td></td>
<td>Property Card</td>
</tr>
<tr>
<td></td>
<td>1936</td>
<td>JD Barnes</td>
<td>Reroof</td>
<td>$200</td>
<td></td>
<td>Property Card</td>
</tr>
<tr>
<td></td>
<td>1936</td>
<td>FE McKechnie</td>
<td>Erect 1-story frame addn</td>
<td>$200</td>
<td></td>
<td>Property Card</td>
</tr>
<tr>
<td></td>
<td>1956</td>
<td>MD Bright</td>
<td>Screen-in front porch.</td>
<td>$200</td>
<td></td>
<td>Property Card</td>
</tr>
<tr>
<td></td>
<td>1956</td>
<td></td>
<td>Install steel fire escape</td>
<td></td>
<td></td>
<td>Property Card</td>
</tr>
<tr>
<td></td>
<td>1962</td>
<td></td>
<td>Reroof</td>
<td>$200</td>
<td></td>
<td>Property Card</td>
</tr>
<tr>
<td></td>
<td>1980</td>
<td>HJ Kelley</td>
<td>Install 134' of 6' high wood fence with 2 gates.</td>
<td>$840</td>
<td></td>
<td>Property Card</td>
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<tr>
<td>216 10th Ave NE</td>
<td>1920</td>
<td>Owner RW Miller</td>
<td>Craftsman SFR</td>
<td>1-story wood frame, 26x36, 6-room residence,</td>
<td>$3,000</td>
<td>Property Card</td>
</tr>
</tbody>
</table>

216 10th Ave NE | 1920 | Owner RW Miller | Craftsman SFR | 1-story wood frame, 26x36, 6-room residence, | $3,000 | Property Card |
<table>
<thead>
<tr>
<th>Address</th>
<th>Year</th>
<th>Owner</th>
<th>Notes</th>
<th>Action</th>
<th>Value</th>
<th>Source</th>
</tr>
</thead>
<tbody>
<tr>
<td>1924</td>
<td></td>
<td>WG Mickle</td>
<td>2-story, 4-room 11x20, wood frame garage</td>
<td></td>
<td>$2,000</td>
<td>Property Card</td>
</tr>
<tr>
<td>1924</td>
<td></td>
<td></td>
<td></td>
<td>Reroof</td>
<td>$150</td>
<td>Property Card</td>
</tr>
<tr>
<td>1956</td>
<td></td>
<td></td>
<td></td>
<td>Acid carport to side of garage</td>
<td>$300</td>
<td>Property Card</td>
</tr>
<tr>
<td>1957</td>
<td></td>
<td></td>
<td></td>
<td>Interior alts, sinks, bathroom, rewire, duplex</td>
<td>$1,000</td>
<td>Property Card</td>
</tr>
<tr>
<td>1987</td>
<td></td>
<td>JC &amp; T Clark</td>
<td>Replace 38 sq shingles</td>
<td></td>
<td>$4,500</td>
<td>Property Card</td>
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<tr>
<td>1920</td>
<td></td>
<td>EH Lewis Owner/Builder</td>
<td>Craftsman SFR 2-story, 7-room wood frame bungalow</td>
<td></td>
<td>$4,500</td>
<td>Property Card</td>
</tr>
<tr>
<td>1932</td>
<td></td>
<td>E Gleason</td>
<td></td>
<td>Reroof</td>
<td>$400</td>
<td>Property Card</td>
</tr>
<tr>
<td>1933</td>
<td></td>
<td></td>
<td></td>
<td>Bedroom and bath addn</td>
<td>$500</td>
<td>Property Card</td>
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<tr>
<td>1936</td>
<td></td>
<td></td>
<td></td>
<td>Add servant's quarters over garage</td>
<td>$500</td>
<td>Property Card</td>
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<tr>
<td>1955</td>
<td></td>
<td>JC Dowling</td>
<td></td>
<td>Reroof</td>
<td>$110</td>
<td>Property Card</td>
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<tr>
<td>1984</td>
<td></td>
<td>P Eggeman</td>
<td></td>
<td>Reroof 28 sq shingle</td>
<td>$1,900</td>
<td>Property Card</td>
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<tr>
<td>1984</td>
<td></td>
<td>BJ &amp; A Meggeman</td>
<td></td>
<td>Remodel kitchen</td>
<td>$5,000</td>
<td>Property Card</td>
</tr>
<tr>
<td>1915</td>
<td></td>
<td>M Mickle</td>
<td>Colonial Revival SFR 2-story wood frame residence, 8 rooms</td>
<td></td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>1918</td>
<td></td>
<td></td>
<td></td>
<td>Garage at 10x16</td>
<td>$200</td>
<td>Property Card</td>
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<tr>
<td>1929</td>
<td></td>
<td></td>
<td></td>
<td>Alterations</td>
<td>$200</td>
<td>Property Card</td>
</tr>
<tr>
<td>1937</td>
<td></td>
<td></td>
<td></td>
<td>Reroof</td>
<td>$150</td>
<td>Property Card</td>
</tr>
</tbody>
</table>

217 10th Ave NE

226 10th Ave NE
<table>
<thead>
<tr>
<th>Address</th>
<th>Year</th>
<th>Owner</th>
<th>Notes</th>
<th>Action</th>
<th>Value</th>
<th>Source</th>
</tr>
</thead>
<tbody>
<tr>
<td>1945 N Mickle</td>
<td>1946</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1959 F Camfield</td>
<td>1959</td>
<td></td>
<td>Retool with toll tooling</td>
<td>$100</td>
<td>Property Card</td>
<td></td>
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<tr>
<td>1959</td>
<td></td>
<td>Enlarge bathroom</td>
<td>$200</td>
<td>Property Card</td>
<td></td>
<td></td>
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<tr>
<td>1959</td>
<td></td>
<td>Denied, the approved to constr 20x20 carport &amp; to extend garage 4 ft</td>
<td></td>
<td>Property Card</td>
<td></td>
<td></td>
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<tr>
<td>1959</td>
<td></td>
<td>Demo garage behind existing apt &amp; replace with 20x20 carport-alter/repair 1st floor of garage/apt</td>
<td>$3,000</td>
<td>Property Card</td>
<td></td>
<td></td>
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<tr>
<td>1961</td>
<td></td>
<td>Reroof w/ roll roofing</td>
<td>$150</td>
<td>Property Card</td>
<td></td>
<td></td>
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<tr>
<td>1962 JE Draper</td>
<td>1962</td>
<td></td>
<td>Repair front porch roof</td>
<td>$100</td>
<td>Property Card</td>
<td></td>
</tr>
<tr>
<td>1962</td>
<td></td>
<td>Erect carport &amp; add jalousie porch to garage apt.</td>
<td>$</td>
<td>Property Card</td>
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<tr>
<td>1963 IE Draper</td>
<td>1963</td>
<td></td>
<td>Reroof main and garage apt</td>
<td>$1,200</td>
<td>Property Card</td>
<td></td>
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<tr>
<td>1964</td>
<td></td>
<td>Reroof</td>
<td>$200</td>
<td>Property Card</td>
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<tr>
<td>1970</td>
<td></td>
<td>Reroof garage apt</td>
<td>$585</td>
<td>Property Card</td>
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<tr>
<td>1982</td>
<td></td>
<td>Shingle over exist roof on garage apt</td>
<td>$750</td>
<td>Property Card</td>
<td></td>
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<tr>
<td>1983 Bond</td>
<td>1983</td>
<td></td>
<td>Remove roofing to deck and replace with 5-ply fiberglass</td>
<td>$700</td>
<td>Property Card</td>
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</tr>
<tr>
<td>Address</td>
<td>Year</td>
<td>Owner</td>
<td>Notes</td>
<td>Action</td>
<td>Value</td>
<td>Source</td>
</tr>
<tr>
<td>--------------</td>
<td>------</td>
<td>---------</td>
<td>--------------------------------------</td>
<td>------------------------------------------------------------------------</td>
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</tr>
<tr>
<td>235 10th Ave NE</td>
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<td></td>
<td></td>
<td></td>
<td>Property Card</td>
</tr>
<tr>
<td>236 10th Ave NE</td>
<td>1924</td>
<td>ML Babel</td>
<td>Colonial Revival SFR</td>
<td>2-story frame apartment house w 16 rooms and 8 appts at 46x52</td>
<td>$12,000</td>
<td>Property Card</td>
</tr>
<tr>
<td></td>
<td>1924</td>
<td>PW Darby</td>
<td>Conflicts with above</td>
<td>3-story apt bldg. with 12 rooms</td>
<td>$5,000</td>
<td>Property Card</td>
</tr>
<tr>
<td></td>
<td>1926</td>
<td>ML Babel</td>
<td></td>
<td>1-story frame porch addn</td>
<td>$300</td>
<td>Property Card</td>
</tr>
<tr>
<td></td>
<td>1954</td>
<td>G Blair</td>
<td></td>
<td>Hot water heating system</td>
<td>$5,400</td>
<td>Property Card</td>
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<tr>
<td></td>
<td>1955</td>
<td>Court Apts</td>
<td></td>
<td>Add steel fire escape</td>
<td></td>
<td>Property Card</td>
</tr>
<tr>
<td></td>
<td>1989</td>
<td></td>
<td></td>
<td>14 legal dwelling units (8 in front and 6 in rear)</td>
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<td>Property Card</td>
</tr>
<tr>
<td>241 10th Ave NE</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Property Card</td>
</tr>
<tr>
<td>242 10th Ave NE</td>
<td>1926</td>
<td>AE Lewis</td>
<td></td>
<td>2-story wood frame garage apt at 7 rooms/2 appts</td>
<td>$4,500</td>
<td>Property Card</td>
</tr>
<tr>
<td>Address</td>
<td>Year</td>
<td>Owner</td>
<td>Notes</td>
<td>Action</td>
<td>Value</td>
<td>Source</td>
</tr>
<tr>
<td>-----------------</td>
<td>------</td>
<td>-----------</td>
<td>----------------------------------------------------------------------</td>
<td>------------------------------------------------------------------------</td>
<td>--------</td>
<td>------------</td>
</tr>
<tr>
<td>1936</td>
<td></td>
<td></td>
<td></td>
<td>Enclose porch with glass</td>
<td>$175</td>
<td>Property Card</td>
</tr>
<tr>
<td>1938</td>
<td></td>
<td></td>
<td></td>
<td>Enlarge rear porch &amp; 2nd-story bathroom</td>
<td>$300</td>
<td>Property Card</td>
</tr>
<tr>
<td>1940</td>
<td>V Lewis</td>
<td></td>
<td></td>
<td>Install asbestos siding on upper half</td>
<td>$390</td>
<td>Property Card</td>
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<tr>
<td>1945</td>
<td>H Mala</td>
<td></td>
<td></td>
<td>Interior alts incl cabinet sink &amp; gas stove</td>
<td>$200</td>
<td>Property Card</td>
</tr>
<tr>
<td>1949</td>
<td>EM Burns</td>
<td></td>
<td>Also granted to concert garage stalls into apt at 2 rooms w/ bath at cost of $1,500</td>
<td>Enclose porch &amp; convert to 1-room &amp; bath plus sink</td>
<td>$1,000</td>
<td>Property Card</td>
</tr>
<tr>
<td>1956</td>
<td>R Burns</td>
<td></td>
<td></td>
<td>Add steel fire escape</td>
<td></td>
<td>Property Card</td>
</tr>
<tr>
<td>1959</td>
<td></td>
<td></td>
<td></td>
<td>Reroof</td>
<td>$500</td>
<td>Property Card</td>
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<tr>
<td>1982</td>
<td></td>
<td></td>
<td></td>
<td>Partial reroof w roll roofing</td>
<td>$1,400</td>
<td>Property Card</td>
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<tr>
<td>1993</td>
<td></td>
<td></td>
<td>Determined 8 dwelling units on site; 4 were abandoned; Det 7 legal dwelling units remain</td>
<td></td>
<td></td>
<td>Property Card</td>
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<tr>
<td>244 10th Ave NE (254)</td>
<td></td>
<td>JN Stites</td>
<td></td>
<td>2-story wood frame apt bldg.; 20 rooms w/ 4 apts</td>
<td>$12,000</td>
<td>Property Card</td>
</tr>
<tr>
<td>1935</td>
<td></td>
<td></td>
<td></td>
<td>Install boiler/flue</td>
<td>$100</td>
<td>Property Card</td>
</tr>
<tr>
<td>1936</td>
<td></td>
<td></td>
<td></td>
<td>Reroof residence</td>
<td>$150</td>
<td>Property Card</td>
</tr>
<tr>
<td>1938</td>
<td>HM Harshaw</td>
<td></td>
<td></td>
<td>Tile basement, change plumbing,</td>
<td>$1,040</td>
<td>Property Card</td>
</tr>
<tr>
<td>Address</td>
<td>Year</td>
<td>Owner</td>
<td>Notes</td>
<td>Action</td>
<td>Value</td>
<td>Source</td>
</tr>
<tr>
<td>---------------</td>
<td>------</td>
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<td>----------------------------</td>
<td>-------------------------------</td>
<td>--------</td>
<td>--------------</td>
</tr>
<tr>
<td></td>
<td>1945</td>
<td>C Nanz</td>
<td></td>
<td>heating, install weatherboard</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1947</td>
<td>H Harshaw</td>
<td>Conflicts with above</td>
<td>Reroof apt</td>
<td>$1,000</td>
<td>Property Card</td>
</tr>
<tr>
<td></td>
<td>1954</td>
<td>Holt</td>
<td></td>
<td>Install AC</td>
<td>$328</td>
<td>Property Card</td>
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<tr>
<td>255 10th Ave NE</td>
<td>1936</td>
<td>MP Kinkead</td>
<td>Archie G Parish design</td>
<td>1-story frame residence &amp; garage.</td>
<td>$5,000</td>
<td>Property Card</td>
</tr>
<tr>
<td></td>
<td>1946</td>
<td></td>
<td></td>
<td>Addn to glass-in porch</td>
<td>$200</td>
<td>Property Card</td>
</tr>
<tr>
<td></td>
<td>1948</td>
<td></td>
<td></td>
<td>Add 3' to existing screen porch</td>
<td>$150</td>
<td>Property Card</td>
</tr>
<tr>
<td></td>
<td>1956</td>
<td>CB Kinkead</td>
<td></td>
<td>Replace wood carport w/ metal</td>
<td>$300</td>
<td>Property Card</td>
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<tr>
<td></td>
<td>1958</td>
<td></td>
<td></td>
<td>Erect 10x14 screen porch on slab.</td>
<td>$775</td>
<td>Property Card</td>
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<tr>
<td></td>
<td>1976</td>
<td>L Litzman</td>
<td></td>
<td>Repair fire damage to kitchen.</td>
<td>$6,500</td>
<td>Property Card</td>
</tr>
</tbody>
</table>
AN ORDINANCE AMENDING ARTICLE V OF THE ST. PETERSBURG CITY CODE BY ADDING DIVISION 8, ENTITLED “LIVING WAGE REQUIREMENTS FOR MAJOR CONTRACTS,” TO PROVIDE FOR IMPLEMENTATION OF A MINIMUM HOURLY WAGE FOR EMPLOYEES OF CERTAIN CONTRACTORS AND SUBCONTRACTORS; PROVIDING FINDINGS; PROVIDING FOR DEFINITIONS; PROHIBITING RETALIATION AGAINST EMPLOYEES FOR EXERCISING THEIR RIGHTS PURSUANT TO THIS ORDINANCE; PROVIDING REMEDIES FOR AGGRIEVED EMPLOYEES THROUGH THE CITY’S WAGE THEFT ORDINANCE; PROVIDING FOR PENALTIES; PROVIDING FOR MONITORING EFFECTIVENESS OF THIS ORDINANCE FOLLOWING IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

Section 1. The St. Petersburg City Code is hereby amended by adding a new Article V, Chapter 2, Division 8, Sections 2-298.6 – 2.298.9, to read as follows:

DIVISION 8. – LIVING WAGE REQUIREMENTS FOR MAJOR CONTRACTS

Sec. 2-298.6. Findings and definitions.

(a) Findings.

(1) The City of St. Petersburg awards millions of dollars in contracts for projects each year which results in the creation of a wide variety of employment opportunities. The contracts are paid for by taxpayer dollars which should be used to increase employment opportunities, decrease levels of poverty and reduce the need for taxpayer-funded programs in other areas.
(2) Because the City indirectly hires hundreds of employees through contractors, it has an opportunity to fulfill its responsibility to impact the standard of living for people working in St. Petersburg.

(3) An increase in the minimum wage is unlikely to result from legislative action at the state or federal level.

(4) Requiring that contractors providing goods and services to the City pay a living wage to their employees serves a public purpose by providing economic security for persons working in the City, and reducing the number of people who rely on publicly funded assistance for essential needs.

(5) The City acknowledges that this division will require increased annual City expenditures of approximately $534,254.00 in the first year and thus may increase the tax burden upon citizens and customers of enterprise funds, however the City believes that any resulting increase in expenditures will be outweighed by the benefits of this division, including improving educational outcomes, productivity, and economic output, and reducing the public cost of poverty to the City by reducing crime, homelessness, and dependence upon publicly funded assistance programs.

(b) Definitions.

(1) The definitions set forth in the procurement code, currently section 2-240, shall apply to this division.

(2) The following definitions shall apply only to this division:

Contractor means the person or entity which serves as the party of the first part to a contract, acting directly or through agents or employees, to perform a major contract. The term contractor shall include:

a. any responsible managing corporate officer who has personal involvement or responsibility in obtaining a contract with the City or in supervising or performing the work prescribed by the contract or 
b. any person or entity with more than 50% ownership interest.

The terms employee, tipped employee, and wage shall have the meanings established under the federal Fair Labor Standards Act ("FLSA") and its implementing regulations.

Health care benefits shall, at a minimum, mean health insurance coverage which consists of wellness and preventative care, including maternity, and that provides the services described in Sections 408.9091(4), (6), and (7), Florida Statutes.

State Minimum Wage Laws means the Florida Minimum Wage Act, Fla. Stat. 448.01 et seq., in force on the effective date of this division and as thereafter amended, together with applicable provisions of the Florida Constitution, Fla. Const. art. X. § 24.

Major contract means a contract awarded by the City where the average annual contract amount exceeds One Hundred Thousand Dollars ($100,000.00).

Sec. 2-298.7. - Living wage.

(a) Payment of living wage. Every contractor or subcontractor that employs more than 25 persons and provides services pursuant to a major contract shall pay no less than the following wages to each employee for each hour of work performed for that contractor pursuant to a major contract:

(1) Beginning on January 1, 2018, the greater of:
   a. The minimum hourly wage set by the State Minimum Wage Laws;
   b. The minimum hourly wage set by the Fair Labor Standards Act; or
   c. $12.00 per hour.

(2) Beginning on January 1, 2019, the greater of:
   a. The minimum hourly wage set by the State Minimum Wage Laws;
   b. The minimum hourly wage set by the Fair Labor Standards Act; or
   c. $13.00 per hour.

(3) Beginning on January 1, 2020, the greater of:
   a. The minimum hourly wage set by the State Minimum Wage Laws;
   b. The minimum hourly wage set by the Fair Labor Standards Act; or
   c. $14.00 per hour.

(b) Health care benefits.

(1) For an employer to comply with the living wage requirement by choosing to pay lower wages when health care benefits are provided, the health care benefits shall consist of payment by the employer of at least One Dollar Twenty-Five Cents ($1.25) per hour, as adjusted, towards the provision of health care benefits for employees and
their dependents. The health care benefits payment amount may be adjusted annually in accordance with Section 2-298.7(c) below.

(2) The minimum contribution by an employer for health care benefits on a per-hour basis shall be calculated based on a 40-hour work week (2,080 annual hours). Hours worked in excess of forty (40) hours per week shall not require additional payments toward the provision of health care benefits. If the employer contributes less than the required amount for its employee’s health care benefits, such employer may comply with the living wage requirements by paying the employee an additional amount as an hourly wage equal to the difference between the calculated hourly contribution it makes for health care benefits for the employee and the minimum hourly contribution amount required by this division for health care benefits.

(3) If the health care benefits plan provided by an employer requires an initial period of employment before a new employee becomes eligible for the health care benefits (eligibility period), the employer shall pay the living wage required by Section 2-298.7(a) during a new employee’s initial eligibility period. When the new employee is provided health care benefits upon completion of the eligibility period, the employer may qualify to pay the living wage rate applicable for employees that are provided health care benefits. If the employee declines the health care benefits, the employer may qualify to pay the living wage rate applicable to employees that are provided health care benefits if the employer provides to the City written proof of the employee’s declination.

(4) A notarized compliance affidavit shall serve as proof of the provision of health care benefits and must be submitted by the employer to the City to qualify for the living wage rate for employees with health care benefits.

(c) Indexing. Beginning on January 1, 2021, and every year thereafter, the living wage rate or health care benefits payment may, by resolution of the City Council, be indexed annually for inflation using the Consumer Price Index for Tampa-St. Petersburg-Clearwater, FL, calculated by the U.S. Department of Labor's Bureau of Labor Statistics. Notwithstanding the preceding, no annual index shall exceed three percent. The City Council may also, by resolution, elect not to index the minimum wage rate or health care benefits payment in any particular year, if it determines it would not be fiscally sound to implement same (in a particular year). The determination to index (or not index) the living wage rate or health care benefits payment shall be considered annually during the City Council’s review and approval of the City's annual operating budget.

In the event that the City Council has determined, in any particular fiscal year (or years), to not index the living wage rate, and thereafter determines that the benefit to the City of making
up all or any part of the prior year's (or years') unindexed percentage would outweigh any adverse fiscal impact upon the City, then the City Council shall also have the right, but not the obligation, to cumulatively index the living wage rate to "make-up" for any deficiencies in the prior year (or years) where there was (were) no increase(s) (the "catch-up" election). The "catch-up" election must be approved by resolution.

(d) **Tipped employees.** For tipped employees meeting eligibility requirements for the tip credit under the FLSA, contractors may credit towards satisfaction of the living wage tips up to the amount of the allowable FLSA tip credit.

(e) **Procurement specifications.** Payment of the living wage as set forth in this division shall be required by the procurement specifications for all major contracts on which bids or proposals shall be solicited on or after the effective date of this division. Such procurement specifications shall also require each firm that utilizes a subcontractor to inform each subcontractor, prior to the time the subcontractor offers its price to such firm, of its obligation to pay a living wage to its employees. All requests for bids, requests for proposals, or requests for letters of interest for major contracts, whether advertised or informally solicited, shall include appropriate information about the requirements of this division.

Sec. 2-298.8. Retaliation and discrimination prohibited.

It shall be unlawful for a contractor or any other party to discriminate in any manner or take adverse action against any person in retaliation for exercising rights protected under this division. Rights protected under this division include, but are not limited to, the right to file a complaint or inform any person about any party's alleged noncompliance with this division, and the right to inform any person of his or her potential rights under this division and to assist him or her in asserting such rights.

Sec. 2-298.9. Enforcement and Construction.

(a) **Penalties for noncompliance.** If a contractor fails to comply with the requirements of this division, the POD shall impose the following penalties:

- (1) For a first violation . . . three month suspension from bidding on City contracts, or retainage will be withheld on construction contracts
- (2) For a second violation . . . one year debarment from bidding on City contracts
- (3) For a third violation . . . three year debarment from bidding on City contracts

(b) **Remedies for aggrieved employees.** Employees who do not receive the wage required by Sec. 2-298.7(a) may seek redress through the procedures available to victims of wage theft as provided by Chapter 15, Article III of the St. Petersburg City Code. Aggrieved employees may,
following the issuance of a hearing officer’s final order pursuant to Chapter 15, Article III, appeal such order to a court of competent jurisdiction as provided therein.

(c) **Construction.** It is intended that case law, administrative interpretations, and other guiding standards developed under the federal FLSA shall guide the construction of this division or any implementing regulations.

(d) **Collective bargaining.** Nothing in this division shall be construed to require or authorize any contractor to reduce wages set by a collective bargaining agreement or as required under any prevailing wage law.

(e) **Compliance with federal and state regulations.** The provisions of this division shall be construed according to and in conformity with acts of congress and the legislature of the State concerning the bidding and awarding of contracts. When a procurement involves the expenditure of State or federal assistance or contract funds, the POD shall comply with such State or federal law and authorized regulations which are mandatorily applicable and which are not presently reflected in this Code.

(f) **Annual report.** The POD shall annually provide a report to the City Council regarding the payment of a living wage for major contracts. The report must include the total dollar value of awards of major contracts, and the number of hours worked by employees subject to the requirements of this division.

Section 2. The unconstitutionality or invalidity of any word, sentence, or portion of this ordinance shall not affect the validity of the remaining portions.

Section 3. In the event this ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective upon the expiration of the fifth business day after adoption unless the Mayor notifies the City Council through written notice filed with the City Clerk that the Mayor will not veto the ordinance, in which case the ordinance shall become effective immediately upon filing such written notice with the City Clerk. In the event this ordinance is vetoed by the Mayor in accordance with the City Charter, it shall not become effective unless and until the City Council overrides the veto in accordance with the City Charter, in which case it shall become effective immediately upon a successful vote to override the veto.

Approved as to form:

________________________
(City Attorney or designee)
COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF ST. PETERSBURG

Meeting of November 20, 2017

SUBJECT
Approval of a Resolution finding 1) that the disposition of Block 1, Lot 2, Dome Industrial Subdivision (Historic Manhattan Casino) by a Lease Agreement ("Disposition") for a term of five (5) years, with three (3) optional renewal terms of five (5) years each, to Callaloo Group, LLC, a Florida limited liability company, is consistent with the South St. Petersburg Community Redevelopment Plan; and 2) recommending approval of the Disposition to the City Council of the City of St. Petersburg, Florida; authorizing the Executive Director or his designee to execute all documents necessary to effectuate this Resolution; and providing an effective date.

BACKGROUND
The South St. Petersburg Community Redevelopment Area ("CRA") was first established on June 20, 2013, when the City of St. Petersburg City Council approved Resolution No. 2013-247 finding blight in South St. Petersburg pursuant to Florida's Community Redevelopment Act of 1969 (Chapter 163, Part III). On October 8, 2013, the Pinellas County Board of County Commissioners ("BCC") approved the City's findings of blight and directed its staff to collaborate with the City to develop an interlocal agreement defining the framework for the community redevelopment agency (Resolution No. 13-186). On May 15, 2014, City Council approved the interlocal agreement (Resolution No. 2014-207) and the BCC followed suit on May 20, 2014. At its June 3, 2014 meeting, the BCC delegated certain redevelopment authority to the City, thereby enabling the City to begin preparing the plan (Resolution No. 14-43). The South St. Petersburg Community Redevelopment Plan ("Plan") is a multifaceted revitalization effort that embraces both traditional "place-based" economic development strategies customary to redevelopment plans as well as "people-based" strategies that seek to improve the education, workforce readiness and workforce training opportunities for the residents of South St. Petersburg. The Plan seeks to expand opportunities for entrepreneurs, minority, women and disadvantaged business enterprises, and small businesses, as well as revitalize commercial corridors to grow existing businesses and attract new ones; grow the manufacturing "belt" that bisects the CRA from east to west to create new jobs for residents; and improve the work readiness skills of residents. Redevelopment and revitalization of South St. Petersburg's commercial corridors promote business retention, expansion and relocation efforts through the land disposition policies when such disposition is appropriate and consistent with the objectives of the Plan and City land disposition policies and procedures.

The redevelopment program for the Plan centers on reinvigorating the housing market through rehabilitation and new construction; expanding opportunities for entrepreneurs, minority, women and disadvantaged business enterprises and small businesses; revitalizing commercial corridors to grow existing businesses and attract new ones; growing the manufacturing "belt" that bisects the CRA from east to west to create new jobs for residents; and improving the work readiness skills of residents. To implement these goals, the Community Redevelopment Agency ("Agency") will engage in land assembly, disposition and development efforts; infrastructure and
streetscaping improvements; small business assistance through mentoring and retention programs as well as financial grants and loans; incentivizing affordable and market-rate housing development through financial grants and loans; support for workforce development and work readiness programs; and marketing and technical assistance. Under the Plan, and to the extent permitted by law, the Agency is authorized to dispose of real property in accordance with Florida Statute Chapter 163 and in compliance with the Plan. Should any real property be owned, leased or otherwise come under the control of the City, the City’s administrative staff will conduct supervision and management, and the City shall enter into contracts, leases or management agreements as necessary to insure the preservation and maintenance of any such real property, and shall insure the greatest return feasible to the Agency.

The Historic Manhattan Casino Building is located at 642 - 22nd Street South, St. Petersburg, Florida 33712 ("Premises"), which lies within the CRA, and was acquired by the City in 2002 for redevelopment purposes and to preserve its historic and cultural significance. Built in 1925, the Historic Manhattan Casino is significant for its contribution to entertainment and culture in the local African-American community for more than forty years. Elder Jordan, and his sons contracted with R.L. Sharpe to build the 12,000 sq. ft. two-story Manhattan Casino, which first opened as an entertainment facility named the Jordan Dance Hall in 1931, which became known as the Manhattan Casino. During segregation, the Manhattan Casino was the place for cultural and social entertainment similar to what the Coliseum provided to those not targeted by segregation. Some of American music's most legendary performers played at the Manhattan Casino including James Brown, Fats Waller, Duke Ellington, Count Basie, Lionel Hampton, Cab Calloway, Ray Charles, Nat King Cole, Sarah Vaughn, Fats Domino, and the Ink Spots. After the big band era, the Manhattan Casino hosted dances featuring local artists. Rock and Roll blues singers that were popular in the 1960's also performed at the Manhattan Casino. Goldie Thompson, local minister and radio personality, booked religious programs at the Manhattan Casino, as did Father Divine, a spiritualist. The Manhattan Casino closed as a dance hall in 1966.

Following the acquisition by the City in 2002, a major reconstruction initiative spanning multiple years was completed, followed by the City issuing a Request for Proposals ("RFP") for the use of the Premises in 2011. One response to the RFP was received from Urban Development Solutions, Inc. ("UDS"), who proposed leasing the Premises ("UDS Lease") in order for UDS to construct and operate a restaurant and event space. The UDS Lease was authorized via City Council Resolution No. 2012-341 and, following the UDS build out of the Premises, restaurant operations began in late 2013. In 2015, the City began legal proceedings to declare UDS in default of the UDS Lease, ultimately resulting in its termination and eviction of UDS from the Premises in June 2016.

On October 20, 2016, the City issued a RFP seeking Restaurant and Event/Catering/Supporting Uses of the Premises. The RFP resulted in two (2) proposals received by the deadline on December 15, 2016. After careful review and discussions with the proposers, the two (2) proposals were rejected by the Mayor in April 2017.

PRESENT SITUATION

In May 2017, Callaloo Group, LLC ("Tenant") made an unsolicited proposal to Administration to lease the Premises for the Tenant to operate a multi-faceted restaurant and event space. After review of the Tenant's proposal, Administration directed the Real Estate and Property Management Department to proceed with the required public notification process as required by
Florida Statute 163.380 ("Public Notice") following consideration of the unsolicited proposal. On June 11, 2017, the Public Notice requesting alternate proposals by the deadline on July 28, 2017 was advertised in Tampa Bay Times and subsequently advertised in The Weekly Challenger on July 6, 2017. The City received a total of four (4) proposals by the deadline: three (3) being from entities other than the Tenant and one (1) revised proposal from the Tenant. Upon his review of the four (4) proposals, the Mayor shortlisted two (2), and after further consideration and discussion with the two (2) remaining proposers in August 2017, the Mayor selected the Tenant's revised proposal to begin negotiations for a lease agreement for use of the Premises.

Administration has negotiated a Lease Agreement ("Agreement") with the Tenant, subject to the approval of the City Council, under the following substantive business points:

- **TERM:** Initial five (5) year term ("Term"), with three (3) optional renewal terms of five (5) years each ("Renewal Term").

- **RENT:** Tenant shall pay City a base rent ("Base Rent") of Forty Thousand Dollars ($40,000), plus tax, for each year of the Term or Renewal Term then in effect. In addition to Base Rent, Tenant shall pay City a percentage rent ("Percent Rent") each month during the Term or Renewal Term then in effect, based upon cumulative gross sales ("CGS"), in the following fashion: After achieving CGS of $1,899,999, City shall receive 1% of CGS on the first $1,900,000 achieved, and thereafter, City shall receive 1% of CGS between $1,900,000 - $2,399,999; an additional 0.25% of CGS of $2,400,000 - $2,899,999; and an additional 0.25% of CGS in excess of $2,899,999.

- **BASE RENT CONCESSION:** Provided that Tenant is in full compliance with the Agreement during the first six (6) months of the Term ("Concession Period"), then City shall provide Tenant a Base Rent concession for the Concession Period, for a total possible Base Rent concession of $20,000. Tenant shall then deliver payment of Base Rent beginning with the seventh (7th) month of the Term, and each and every successive month thereafter during the Term or Renewal Term then in effect.

- **CRA INCENTIVE:** Beginning with the end of the second year of the Term, and at the end of each subsequent year of the Term thereafter ("CRA Incentive Period"), City will pay Tenant a CRA job incentive payment ("CRA Job Incentive") in the amount of One Thousand Five Hundred Dollars ($1,500) for each hiring of a resident of the South St. Petersburg Community Redevelopment Area ("CRA") into full time employment with Tenant for a period of at least twelve (12) months ("CRA Employee"), not to exceed Forty Thousand Dollars ($40,000) annually. Each CRA Employee shall only be counted once in the calculation of the CRA Job Incentive during the CRA Incentive Period, and the payment of any CRA Job Incentive is subject to Tenant's full compliance with the terms and conditions set forth in the Agreement. The CRA Job Incentive applies only to the initial Term and not to any Renewal Term.

- **TENANT DEVELOPMENT ON FIRST FLOOR:** Within 120 days of the Commencement Date, Tenant shall open on the first floor of the Premises a full-service, table waited restaurant offering southern cuisine with a "Floribbean" twist that includes but is not limited to fresh flavors, combinations, and tastes representative of the variety and quality of foods indigenous to Florida and the Caribbean; a fully-operational, "to-go" only,
restaurant; a commercial commissary for food production; and a bar/lounge with live music including a focus on sourcing alcoholic products produced and readily available in St. Petersburg, whenever possible.

- **TENANT DEVELOPMENT ON SECOND FLOOR:** Within 120 days of the Commencement Date, Tenant shall open on the second floor of the Premises an event venue available for occasions including, but not limited to, weddings, corporate meetings, dances, private parties ("Event Venue"). Tenant shall hire a full-time catering and event sales director for as a liaison for activities held in the Event Venue. Tenant shall, subject to availability, make the Event Venue available to neighborhood groups in the CRA for meetings at no cost or nominal rates provided, however, that all use-related expenses (e.g. food) shall be paid by the neighborhood group using the Event Venue. Tenant shall allow patrons of the Event Venue access to other caterers who offer different cuisines, subject to the rules and regulations for the use of the Event Venue established by Tenant and approved by City. Tenant shall offer live music concerts in the Event Venue, with increasing frequency over the Term, and Tenant indicates performances will include local performing artists including, but not limited to, Shawn Brown, Henry Ashwood Jr., Cat Williams Trio, On Que Players, William Brother Blues Band, Anthony Castellano, and Steve Wilson.

- **ADDITIONAL DEVELOPMENT REQUIREMENTS:** Within six (6) months of the Commencement Date, Tenant shall incorporate a dedicated art collection that celebrates the cultural and historic significance of the Premises to the local African-American community and provide dedicated space for new local art to be placed on a rotating basis to maintain the property’s history as a place where art of all types is celebrated. Tenant shall also sponsor a monthly gallery of children’s art from local area schools and/or children’s programs with the entire proceeds being returned to the respective participants or organizations. Tenant shall also develop an apprentice program to provide on-the-job and entrepreneurial training with a preference given to City of St. Petersburg residents.

- **EMPLOYMENT:** Tenant shall employ not less than the equivalent of twenty five (25) full time employees in, at, or from the Premises by the end of the first (1st) year of the Term, with a minimum average of at least twenty five percent (25%) of the employees residing in the CRA. "Full Time Employee" shall mean an employee who works a minimum of forty (40) hours in a single work week. Tenant will consider employees for an ownership stake in future restaurant expansion of Tenant, with a goal of not less than four (4) employees residing in the CRA being offered an ownership stake in such future restaurant expansion within five (5) years of the Commencement Date. Tenant shall provide an annual report to the City on the progress of this employee development opportunity. Furthermore, Tenant shall work to enroll its employees in the culinary arts program at Pinellas Technical College or other culinary education ("Culinary Program") with a goal of enhancing employee development and potential for future restaurant ownership.

- **TAXES/UTILITIES:** Tenant shall be responsible for paying all applicable taxes and utilities in connection with its use of the Premises. The annual real estate taxes will be escrowed in monthly rent payments.
• **TENANT RECORDS:** Tenant shall maintain books and records with respect to the Agreement and Premises and City shall have the right to audit said records.

• **MAINTENANCE:** Tenant shall at its cost and expense maintain the Premises in good order and repair and shall make all necessary repairs, including all necessary replacements, alterations and additions, using material and equipment of similar or superior kind and quality to the original improvements and provide for annual service contracts for pest control, elevator, and HVAC.

• **HVAC AND STRUCTURAL REPAIRS:** Tenant shall have responsibility for the payment of the first Five Thousand Dollars ($5,000) per occurrence ("Tenant Repair Amount") for repair or replacement of the roof, roof membrane, and roof covering (collectively, "Roof"), exterior walls, foundation and floor slabs, and HVAC ("Major System(s)"). In the event Tenant receives an estimate for repairs or replacement to the Major Systems that exceeds the Tenant Repair Amount, Tenant shall provide City a written copy of said estimate, and, subject to the Tenant paying City the Tenant Repair Amount, City shall, at its cost and expense, repair or replace if necessary, the Major System(s) in disrepair. If the City determines, in its sole discretion, that the repairs are attributable to Tenant's negligence, then Tenant shall be responsible for all repair or replacement costs.

• **GUARANTY:** Tenant shall provide a Third Party Guaranty to Lease, signed by Pipo's to Go IV, Inc., a Florida profit corporation, for the financial obligations set for in the Agreement.

• **INSURANCE:** Tenant will maintain an insurance policy including, but not limited to, commercial general liability in the amount of at least $1,000,000 per occurrence and $2,000,000 in the aggregate, protecting the City against all claims or demands that may arise or be claimed on account of the Tenant's use of the Premises.

**SUMMARY**

The transaction described in this report is consistent with the Plan objectives of the CRA as it enables the continued revitalization of a commercial corridor in the Midtown area, attracts new and expanding business, provides jobs, workforce training opportunities and capital investment.

**RECOMMENDATION**

CRA Staff recommends that The Community Redevelopment Agency of the City of St. Petersburg, Florida adopt the attached Resolution finding 1) that the disposition of Block 1, Lot 2, Dome Industrial Subdivision (Historic Manhattan Casino) by a Lease Agreement ("Disposition") for a term of five (5) years, with three (3) optional renewal terms of five (5) years each, to Callaloo Group, LLC, a Florida limited liability company, is consistent with the South St. Petersburg Community Redevelopment Plan and Florida Statutes; and 2) recommending approval of the Disposition to the City Council of the City of St. Petersburg, Florida; authorizing the Executive Director or his designee to execute all documents necessary to effectuate this Resolution; and providing an effective date.

**ATTACHMENT:** Resolution

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A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF ST. PETERSBURG, FLORIDA FINDING 1) THAT THE DISPOSITION OF BLOCK 1, LOT 2, DOME INDUSTRIAL SUBDIVISION (HISTORIC MANHATTAN CASINO) BY A LEASE AGREEMENT ("DISPOSITION") FOR A TERM OF FIVE (5) YEARS, WITH THREE (3) OPTIONAL RENEWAL TERMS OF FIVE (5) YEARS EACH, TO CALLALOO GROUP, LLC, A FLORIDA LIMITED LIABILITY COMPANY, IS CONSISTENT WITH THE SOUTH ST. PETERSBURG COMMUNITY REDEVELOPMENT PLAN AND FLORIDA STATUTES; AND 2) RECOMMENDING APPROVAL OF THE DISPOSITION TO THE CITY COUNCIL OF THE CITY OF ST. PETERSBURG, FLORIDA; AUTHORIZING THE EXECUTIVE DIRECTOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the South St. Petersburg Community Redevelopment Area ("CRA") was first established on June 20, 2013, when the City of St. Petersburg City Council approved Resolution No. 2013-247 finding blight in South St. Petersburg pursuant to Florida's Community Redevelopment Act of 1969 (Chapter 163, Part III); and

WHEREAS, on October 8, 2013, the Pinellas County Board of County Commissioners ("BCC") approved the City's findings of blight and directed its staff to collaborate with the City to develop an interlocal agreement defining the framework for the community redevelopment agency (Resolution No. 13-186), and on May 15, 2014, City Council approved the interlocal agreement (Resolution No. 2014-207) and the BCC followed suit on May 20, 2014; and

WHEREAS, at its June 3, 2014 meeting, the BCC delegated certain redevelopment authority to the City, thereby enabling the City to begin preparing the plan (Resolution No. 14-43); and

WHEREAS, the South St. Petersburg Community Redevelopment Plan ("Plan") is a multifaceted revitalization effort that embraces both traditional "place-based" economic development strategies customary to redevelopment plans as well as "people-based" strategies that seek to improve the education, workforce readiness and workforce training opportunities for the residents of South St. Petersburg; and
WHEREAS, the Plan seeks to expand opportunities for entrepreneurs, minority, women and disadvantaged business enterprises, and small businesses, as well as revitalize commercial corridors to grow existing businesses and attract new ones; grow the manufacturing "belt" that bisects the CRA from east to west to create new jobs for residents; and improve the work readiness skills of residents; and

WHEREAS, redevelopment and revitalization of South St. Petersburg’s commercial corridors promote business retention, expansion and relocation efforts through the land disposition policies when such disposition is appropriate and consistent with the objectives of the Plan and City land disposition policies and procedures; and

WHEREAS, to implement these goals, the Community Redevelopment Agency ("Agency") will engage in land assembly, disposition and development efforts; infrastructure and streetscaping improvements; small business assistance through mentoring and retention programs as well as financial grants and loans; incentivizing affordable and market-rate housing development through financial grants and loans; support for workforce development and work readiness programs; and marketing and technical assistance; and

WHEREAS, the Historic Manhattan Casino Building is located at 642 - 22nd Street South, St. Petersburg, Florida 33712 ("Premises"), which lies within the CRA, and was acquired by the City in 2002 for redevelopment purposes and to preserve its historic and cultural significance; and

WHEREAS, built in 1925, the Historic Manhattan Casino is significant for its contribution to entertainment and culture in the local African-American community for more than forty years, particularly during segregation; and

WHEREAS, some of American music's most legendary performers played at the Manhattan Casino including James Brown, Fats Waller, Duke Ellington, Count Basie, Lionel Hampton, Cab Calloway, Ray Charles, Nat King Cole, Sarah Vaughn, Fats Domino, and the Ink Spots; and

WHEREAS, after the big band era, the Manhattan Casino hosted dances featuring local artists, and Rock and Roll blues singers that were popular in the 1960's also performed at the Manhattan Casino, as well as, Goldie Thompson, local minister and radio personality, who booked religious programs at the Manhattan Casino, as did Father Divine, a spiritualist; and

WHEREAS, the Manhattan Casino closed as a dance hall in 1966; and

WHEREAS, following the acquisition by the City in 2002, a major reconstruction initiative spanning multiple years was completed, followed by the City issuing a Request for Proposals ("RFP") for the use of the Premises in 2011; and

WHEREAS, one response to the RFP was received from Urban Development Solutions, Inc. ("UDS"), who proposed leasing the Premises ("UDS Lease") in order for UDS to construct and operate a restaurant and event space; and
WHEREAS, the UDS Lease was authorized via City Council Resolution No. 2012-341 and, following the UDS build out of the Premises, restaurant operations began in late 2013; and

WHEREAS, the UDS Lease was authorized via City Council Resolution No. 2012-341 and, following the UDS build out of the Premises, restaurant operations began in late 2013; and

WHEREAS, on October 20, 2016, the City issued a RFP seeking Restaurant and Event/Catering/Supporting Uses of the Premises; and

WHEREAS, the RFP resulted in two (2) proposals received by the deadline on December 15, 2016, and after careful review and discussions with the proposers, the two (2) proposals were rejected by the Mayor in April 2017; and

WHEREAS, in May 2017, Callaloo Group, LLC ("Tenant") made an unsolicited proposal to Administration to lease the Premises for the Tenant to operate a multi-faceted restaurant and event space; and

WHEREAS, after review of the Tenant's proposal, Administration directed the Real Estate and Property Management Department to proceed with the required public notification process as required by Florida Statute 163.380 ("Public Notice") following consideration of the unsolicited proposal; and

WHEREAS, on June 11, 2017, the Public Notice requesting alternate proposals by the deadline on July 28, 2017 was advertised in Tampa Bay Times and subsequently advertised in The Weekly Challenger on July 6, 2017; and

WHEREAS, the City received a total of four (4) proposals by the deadline; three (3) being from entities other than the Tenant and one (1) revised proposal from the Tenant; and

WHEREAS, upon his review of the four (4) proposals, the Mayor shortlisted two (2), and after further consideration and discussion with the two (2) remaining proposers in August 2017, the Mayor selected the Tenant's revised proposal to begin negotiations for a lease agreement for use of the Premises; and

WHEREAS, Administration has negotiated a Lease Agreement ("Agreement") with the Tenant, subject to the approval of the City Council, for an initial term of five (5) years with three (3) optional renewal terms of five (5) years each, with base rent of $40,000 annually and percentage rent each subject to incentives from the City, and covenants and assurances to honor the legacy of the property within the local community, among other terms; and

WHEREAS, the transaction described in this report is consistent with the South St. Petersburg Community Redevelopment Area Plan ("Plan") objectives as it enables the ongoing implementation of the Plan by the use of this historic structure which will further assist in the continued revitalization of a commercial corridor in the Midtown area, attract new and expanding business, providing jobs, workforce training opportunities and capital investment; and
WHEREAS, the transaction described in this report is consistent with Florida Statutes, Chapter 163, Part III including, but not limited to Florida Statutes §163.370, §163.380, and §163.387, insofar as it is intended that this disposition is authorized by statute, will prevent the development or spread of future slums or blighted areas, and will carry out the purposes of the statutes.

NOW THEREFORE, BE IT RESOLVED by The Community Redevelopment Agency of the City of St. Petersburg, Florida ("CRA"), that the CRA 1) finds that the disposition of Block 1, Lot 2, Dome Industrial Subdivision (Historic Manhattan Casino) by a Lease Agreement ("Disposition") for a term of five (5) years, with three (3) optional renewal terms of five (5) years each, to Callaloo Group, LLC, a Florida limited liability company, is consistent with the South St. Petersburg Community Redevelopment Plan and Florida Statutes; and 2) recommends approval of the Disposition to the City Council of the City of St. Petersburg, Florida; and

BE IT FURTHER RESOLVED that the Executive Director or his designee is authorized to execute all documents necessary to effectuate this Resolution.

This Resolution becomes effective immediately upon its adoption.

LEGAL:

City Attorney (Designee)

00349085.doc v8

APPROVED BY:

Alan DeLisle, Administrator
City Development Administration
To: The Honorable Darden Rice, Chair, and Members of City Council

Subject: Accepting a bid from Kamminga & Roodvoets, Inc., for the Oak Street Drainage Improvements, in the amount of $1,276,186, (Engineering Project No. 15046-110, Oracle Project No. 14923).

Explanation: The Procurement Department received five bids for the Oak Street Drainage Improvements Project. The bids were opened on October 12, 2017, and are tabulated as follows:

<table>
<thead>
<tr>
<th>Bidders</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dallas 1 Corporation dba</td>
<td>$928,977.00</td>
</tr>
<tr>
<td>Dallas 1 Construction &amp; Development (Thonotosassa, FL)</td>
<td>$1,276,186.00</td>
</tr>
<tr>
<td>Kamminga &amp; Roodvoets, Inc. (Tampa, FL)</td>
<td>$1,368,517.90</td>
</tr>
<tr>
<td>Rowland, Inc. (Pinellas Park, FL)</td>
<td>$1,631,074.00</td>
</tr>
<tr>
<td>Westra Construction Corp. (Palmetto, FL)</td>
<td>$1,854,457.20</td>
</tr>
</tbody>
</table>

The contractor will provide all labor, materials, and equipment necessary for the construction of the following approximate quantities: 24 linear feet of 15" RCP; 352 linear feet of 18" RCP; 120 linear feet of 24" RCP; 32 linear feet of 19" x 30" ERCP; 776 linear feet of 24"x38" ERCP; 264 linear feet of 29"x45" ERCP; 8 manholes; 15 inlets; 1 mitered end section; 1 concrete endwall; 7 sidewalk flumes; 60 linear feet of 2"-water main; 82 linear feet of 8"-water main; 190 linear feet of chain link fence relocation; 190 linear feet of aluminum handrail; 5,664 square feet of concrete driveway; 210 square yards of asphalt driveway; 26,000 square feet of sod; 4 sanitary manhole top adjustments; 4,206 square yards of stabilized subgrade; 3,860 square yards of base material; 3,498 square yards of asphaltic concrete pavement; 2,702 linear feet of Type D curb; 7,372 square feet of concrete sidewalk; 928 cubic yards of borrow material; mobilization; clearing and grubbing; and traffic control.

The Procurement Department, in cooperation with the Engineering and Capital Improvements Department, recommends an award to:

Kamminga & Roodvoets, Inc. (Tampa, FL) $1,276,186

Kamminga & Roodvoets, Inc., (K & R) the lowest responsible and responsive bidder, has met the specifications, terms and conditions of Bid No. 6658. K & R has satisfactorily performed similar work for the City of St. Petersburg and Hillsborough County. K & R is currently under contract with the City of St. Petersburg for the 14th Avenue North, from 4th Street to Crescent Lake, Storm Drainage Improvements in the amount of $1,455,522. Principals of the firm are Kurt Poll, president; Marcus Tidey, Jr., vice president/director; David Shane, vice president/director, and Joanne Perschbacher, secretary. An award was not recommended to Dallas 1 Corporation dba Dallas 1 Construction & Development, the apparent low bidder because their bid was submitted neither acknowledging revisions to the plans nor revised quantities, therefore their bid was determined to be non-responsive per the Instructions to Bidders.

The contractor will begin work approximately ten (10) days from Notice to Proceed and is scheduled to complete the work within two hundred forty (240) consecutive calendar days thereafter.

An agreement with Pinellas County to share the cost of the drainage improvements is in process for approval.

Cost/Funding/Assessment Information: Funds are available in the Stormwater Drainage Capital Projects Fund (4013), Oak Street Drainage (Project 14923).

Attachments: Map, Resolution

Approvals:

[Signatures]

Administrative

Budget
Project Location Map
Oak Street Drainage Improvements
Project No. 15046-110
A RESOLUTION ACCEPTING THE BID AND APPROVING THE AWARD OF AN AGREEMENT TO KAMMINGA & ROODVOETS, INC. FOR THE OAK STREET DRAINAGE IMPROVEMENTS PROJECT FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED $1,276,186; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Procurement & Supply Management Department received five (5) bids for the Oak Street Drainage Improvements Project pursuant to Bid No. 6658, dated September 14, 2017; and

WHEREAS, Kamminga & Roodvoets, Inc. has met the specifications, terms and conditions of Bid No. 6658; and

WHEREAS, funds needed for this project have been previously appropriated in the Stormwater Drainage Projects Fund (4013); and

WHEREAS, the Procurement & Supply Management Department, in cooperation with the Engineering and Capital Improvements Department recommends approval of this resolution.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the bid is hereby accepted and the award of an agreement to Kamminga & Roodvoets, Inc. for the Oak Street Drainage Improvements Project for a total contract amount not to exceed $1,276,186 is hereby approved.

BE IT FURTHER RESOLVED that the Mayor or his designee is hereby authorized to execute all documents necessary to effectuate this transaction.

This Resolution shall become effective immediately upon its adoption.

LEGAL:

[Signature]

City Attorney (Designee)
00347713
To: The Honorable Darden Rice, Chair, and Members of City Council

Subject: Approving the renewal of blanket purchase agreements with Mader Electric, Inc. and Apollo Construction & Engineering Services, Inc. for industrial maintenance and repair services for the Water Resources Department, at an estimated annual cost of $200,000, for a total contract amount of $700,000.

Explanation: On December 1, 2014, Administration approved three-year blanket purchase agreements for industrial maintenance and repair services, effective through November 30, 2017. The agreement has two, one-year renewal options. On February 4, 2016, and January 5, 2017, City Council approved allocation increases of $210,000 and $200,000 respectively. This is the first renewal.

At the time of the original award, City Council approval was not required for agreements under $100,000.

These vendors indirectly support the water reclamation facility reliability and expansion improvement components of the Kriseman Infrastructure Plan for fiscal years 2017 (FY17) through 2021. The vendors provide general mechanical, electrical, welding, fabrication, and millwright services for water and wastewater facilities and pumping stations, for rebuilding or replacing electromechanical equipment in the facilities. The vendors also provide services to perform emergency or general and preventative maintenance projects that cannot be completed internally due to resource and capacity constraints. Work is coordinated by maintenance staff at the request of operational or technical services staff in order to maintain the reliability and performance of critical infrastructure.

The Procurement Department, in cooperation with the Water Resources Department, recommends for renewal:

- Industrial Maintenance and Repairs, WRD .............................................. $200,000
  - Mader Electric, Inc. (Sarasota)
  - Apollo Construction & Engineering Services, Inc. (Sun City Center)
  - Original agreement amount $90,000
  - 1st allocation increase 210,000
  - 2nd allocation increase 200,000
  - 1st renewal 200,000
  - Total contract amount $700,000

The vendors have agreed to renew under the same terms and conditions of RFQ No. 5538, dated September 10, 2014. Administration recommends renewal of these agreements based on the vendors' past satisfactory performance and demonstrated ability to comply with the terms and conditions of the agreement. The renewal will be effective through November 30, 2018. Amounts paid to the vendors pursuant to this renewal shall not exceed a combined annual total of $200,000

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Water Resources Fund (4001), the Water Resource Capital Project Fund (4003), and the General Fund (0001).

Attachments: Bid Tabulation
Resolution

Approvals:

[Signatures]
### Bid Tabulation

**City of St. Petersburg**

**Procurement and Supply Management**

**RFQ No. 5538 Three-Year Contract for City of St. Petersburg Industrial Maintenance and Repairs for Water Resources**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>EAU UOM</th>
<th>Unit Price</th>
<th>Extended Price</th>
<th>Apollio Construction &amp; Engineering Svcs., Inc. Sun City Center, FL Terms: Net-30 Days</th>
<th>Mader Electric, Inc. Sarasota, FL Terms: Net-30 Days</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>Regular Business Hours: 7 a.m. to 4 p.m., Monday through Friday.</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Project Management</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Project Management, Project Manager</td>
<td>100 HR</td>
<td>50.00</td>
<td>5,000.00</td>
<td>70.00</td>
<td>7,000.00</td>
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<tr>
<td>2</td>
<td>Project Management, Field Foremen</td>
<td>300 HR</td>
<td>76.30</td>
<td>22,890.00</td>
<td>65.00</td>
<td>19,500.00</td>
</tr>
<tr>
<td></td>
<td><strong>General Work</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>General Work, Laborer</td>
<td>400 HR</td>
<td>37.12</td>
<td>14,848.00</td>
<td>40.00</td>
<td>16,000.00</td>
</tr>
<tr>
<td>4</td>
<td>General Work, Skilled Laborer</td>
<td>400 HR</td>
<td>54.12</td>
<td>21,648.00</td>
<td>55.00</td>
<td>22,000.00</td>
</tr>
<tr>
<td></td>
<td><strong>Welding</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Welding, Certified Welder, Fabrication, Site Rate</td>
<td>100 HR</td>
<td>73.45</td>
<td>7,345.00</td>
<td>65.00</td>
<td>6,500.00</td>
</tr>
<tr>
<td>6</td>
<td>Welding, Certified Welder, Fabrication, Shop Rate</td>
<td>100 HR</td>
<td>73.45</td>
<td>7,345.00</td>
<td>55.00</td>
<td>5,500.00</td>
</tr>
<tr>
<td></td>
<td><strong>Mechanical</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Mechanical, Maintenance Mechanic</td>
<td>200 HR</td>
<td>62.02</td>
<td>12,404.00</td>
<td>55.00</td>
<td>11,000.00</td>
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<tr>
<td>8</td>
<td>Mechanical, Millwright</td>
<td>150 HR</td>
<td>72.87</td>
<td>10,930.50</td>
<td>50.00</td>
<td>7,500.00</td>
</tr>
<tr>
<td></td>
<td><strong>After Business Hours: 4 p.m. to 7 a.m., Monday through Friday including Weekends and City Recognized Holidays</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Project Management, Project Manager</td>
<td>5 HR</td>
<td>50.00</td>
<td>250.00</td>
<td>140.00</td>
<td>700.00</td>
</tr>
<tr>
<td>10</td>
<td>Project Management, Field Foremen</td>
<td>5 HR</td>
<td>108.28</td>
<td>541.30</td>
<td>130.00</td>
<td>650.00</td>
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<tr>
<td></td>
<td><strong>General Work</strong></td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>General Work, Laborer</td>
<td>5 HR</td>
<td>54.96</td>
<td>274.80</td>
<td>80.00</td>
<td>400.00</td>
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<td>12</td>
<td>General Work, Skilled Laborer</td>
<td>5 HR</td>
<td>72.28</td>
<td>361.40</td>
<td>110.00</td>
<td>550.00</td>
</tr>
<tr>
<td></td>
<td><strong>Welding</strong></td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Welding, Certified Welder, Fabrication, Site Rate</td>
<td>5 HR</td>
<td>99.41</td>
<td>497.05</td>
<td>130.00</td>
<td>650.00</td>
</tr>
<tr>
<td>14</td>
<td>Welding, Certified Welder, Fabrication, Shop Rate</td>
<td>5 HR</td>
<td>99.41</td>
<td>497.05</td>
<td>110.00</td>
<td>550.00</td>
</tr>
<tr>
<td></td>
<td><strong>Mechanical</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Mechanical, Maintenance Mechanic</td>
<td>5 HR</td>
<td>87.15</td>
<td>435.75</td>
<td>110.00</td>
<td>550.00</td>
</tr>
<tr>
<td>16</td>
<td>Mechanical, Millwright</td>
<td>5 HR</td>
<td>102.63</td>
<td>513.15</td>
<td>100.00</td>
<td>500.00</td>
</tr>
</tbody>
</table>

**Subtotal:** $105,781.00 $99,550.00

SBE Discount: $10,578.10 $0.00

Payment Discount: $0.00 $0.00

**Total:** $95,202.90 $99,550.00

Award Pending
A RESOLUTION APPROVING THE FIRST AND ONLY RENEWAL TO THE BLANKET PURCHASE AGREEMENTS WITH MADER ELECTRIC, INC. AND APOLLO CONSTRUCTION & ENGINEERING SERVICES, INC., IN THE AMOUNT OF $200,000, FOR INDUSTRIAL MAINTENANCE AND REPAIRS FOR THE WATER RESOURCES DEPARTMENT; PROVIDING THE TOTAL CONTRACT AMOUNT SHALL NOT EXCEED $700,000; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on December 1, 2014, Administration approved a three-year blanket purchase agreement ("Agreement") with Mader Electric, Inc. and Apollo Construction & Engineering Services, Inc., effective through November 31, 2017 for industrial maintenance and repairs for the Water Resources Department in an amount not to exceed $90,000; and

WHEREAS, on February 4, 2016, City Council approved an increase to the allocation for this Agreement in the amount of $210,000; and

WHEREAS, on January 5, 2017, City Council approved an increase to the allocation for this Agreement in the amount of $200,000; and

WHEREAS, this is the first and only renewal option of this agreement; and

WHEREAS, the renewal is in the amount of $200,000; and

WHEREAS, the Procurement & Supply Management Department, in cooperation with the Water Resources Department, recommends approval of this resolution.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the first and only renewal to the Blanket Purchase Agreements with Mader Electric, Inc. and Apollo Construction & Engineering Services, Inc., in the amount of $200,000, for the industrial maintenance and repairs for the Water Resources Department at a total contract price shall not exceed $700,000 is hereby approved.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute all documents necessary to effectuate this transaction.

This resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

[Signature]

City Attorney (Designee) 00347450
To: The Honorable Darden Rice, Chair, and Members of City Council

Subject: Accepting a proposal from Bibliotheca, LLC, a sole source supplier for radio frequency identification (RFID) services for the St. Petersburg Library System, at a total cost of $521,020.10; rescinding unencumbered appropriations in the amount of $36,500 from the General Library Improvements FY18 Project (16160) in the Recreation and Culture Capital Improvement Fund (3029); and approving a supplemental appropriation in the amount of $36,500 from the unappropriated balance of the Recreation and Culture Capital Improvement Fund (3029) resulting from the above rescission to the Radio Frequency Id System Project (15110).

Explanation: The vendor will supply and install radio frequency identification (RFID) tags at the St. Petersburg Library System.

RFID will be installed on the Library’s collection, including books, videos, and music. The RFID system will work in conjunction with the Library System’s Integrated Library System (ILS), and SirsiDynix Symphony software managed by the Pinellas Public Library Cooperative (PPLC), of which the St. Petersburg Library System is a member. PPLC members have standardized on the Bibliotheca RFID system for their collections. In order to maintain consistency and compatibility of material circulation throughout the PPLC, a sole source procurement is recommended.

RFID provides significant gains for St. Petersburg residents and visitors through enhanced and streamlined patron checkout services that include simultaneous checkout of physical and electronic items; loss prevention; detailed reports; timely methods for collection management; and configuration tools to assist the library system with patron-driven acquisitions. Additionally, there is an indirect benefit to the community because of the library team’s ability to focus more time serving patrons through readers’ advisory services and high quality programming as a result of the reduction in workflow processes that are currently in place.

The Procurement Department, in cooperation with the Library, recommends an award utilizing previously appropriated funds for the RFID project:

Bibliotheca, LLC (Norcross, GA) .................................................................$521,020.10

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFID installation and set-up costs</td>
<td>$484,120.10</td>
</tr>
<tr>
<td>1st Year warranty and service included in the installation/set-up</td>
<td>0</td>
</tr>
<tr>
<td>2nd Year warranty and service</td>
<td>18,000.00</td>
</tr>
<tr>
<td>3rd Year warranty and service</td>
<td>18,900.00</td>
</tr>
<tr>
<td>Total</td>
<td>$521,020.10</td>
</tr>
</tbody>
</table>

This purchase is made in accordance with Section 2-249, Sole Source Procurement of the Procurement Code, which authorizes City Council to approve the purchase of a supply or service of over $100,000 without competitive bidding, if it has been determined that the supply or service is available from only one source.
The agreement will commence on the effective date of December 1, 2017, with two, one-year renewal options.

Cost/Funding/Assessment Information: A portion of the funding has been previously appropriated in the Radio Frequency Id System Project (15110) in the Recreation and Culture Capital Improvement Fund (3029). Additional funds will be available after rescinding unencumbered appropriations in the amount of $36,500 from the General Library Improvements FY18 Project (16160) in the Recreation and Culture Capital Improvement Fund (3029); and approving a supplemental appropriation in the amount of $36,500 from the unappropriated balance of the Recreation and Culture Capital Improvement Fund (3029) resulting from the above rescission to the Radio Frequency Id System Project (15110).

Attachments: Project Cost Summary
Resolution

Approvals:

Shay K. McKeen
By: Administrative

Stacey McKee
Budget
## Tagging Service Items

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tagging service (per Item)</td>
<td>351,848</td>
<td>EA</td>
<td>$0.25</td>
<td>$87,962.00</td>
</tr>
<tr>
<td>RFID conversion station rental</td>
<td>8</td>
<td>EA</td>
<td>849.00</td>
<td>6,792.00</td>
</tr>
<tr>
<td>Shipping and handling</td>
<td>1</td>
<td>EA</td>
<td>3,600.00</td>
<td>3,600.00</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>$98,354.00</strong></td>
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</table>

## RFID Conversion Items

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFID workstation shielded</td>
<td>38</td>
<td>EA</td>
<td>842.15</td>
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<tr>
<td>self-check 500D desktop kiosk</td>
<td>4</td>
<td>EA</td>
<td>8,613.80</td>
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<tr>
<td>self-check 500 full height kiosk</td>
<td>8</td>
<td>EA</td>
<td>8,933.80</td>
</tr>
<tr>
<td>Heartland payment annual subscription</td>
<td>12</td>
<td>EA</td>
<td>499.00</td>
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<tr>
<td>Heartland payment services installation</td>
<td>12</td>
<td>EA</td>
<td>149.00</td>
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<tr>
<td>Heartland terminal S300</td>
<td>12</td>
<td>EA</td>
<td>1,598.00</td>
</tr>
<tr>
<td>RFID tag™ full-DiscCD (1,000/roll)</td>
<td>14</td>
<td>EA</td>
<td>500.00</td>
</tr>
<tr>
<td>RFID tag™ square (2,000/roll)</td>
<td>198</td>
<td>EA</td>
<td>300.00</td>
</tr>
<tr>
<td>RFID gate base-plate, 1 aisle</td>
<td>1</td>
<td>EA</td>
<td>12,737.83</td>
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<tr>
<td>RFID gate cable, 2 aisle</td>
<td>4</td>
<td>EA</td>
<td>13,716.21</td>
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<tr>
<td>RFID gate premium cable, 1 aisle</td>
<td>5</td>
<td>EA</td>
<td>13,796.00</td>
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<tr>
<td>Mobile inventory</td>
<td>1</td>
<td>EA</td>
<td>3,207.73</td>
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<td>Pre-installation site survey, Childs Park</td>
<td>1</td>
<td>EA</td>
<td>899.00</td>
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<tr>
<td>Shipping and handling</td>
<td>1</td>
<td>EA</td>
<td>13,792.90</td>
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<tr>
<td>Pre-paid annual support &amp; maintenance - 1st Year included</td>
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<td>EA</td>
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<tr>
<td>Pre-paid annual support &amp; maintenance - 2nd Year</td>
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<td>EA</td>
<td>18,000.00</td>
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<tr>
<td>Pre-paid annual support &amp; maintenance - 3rd Year</td>
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<td>EA</td>
<td>$18,900.00</td>
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</table>

**Total Cost** $521,020.10
A RESOLUTION DECLARING BIBLIOTHECA, LLC TO BE A SOLE SOURCE SUPPLIER FOR RADIO FREQUENCY IDENTIFICATION (RFID) SERVICES FOR THE ST. PETERSBURG LIBRARY SYSTEM; ACCEPTING THE PROPOSAL AND APPROVING THE AWARD OF AN AGREEMENT TO BIBLIOTHECA, LLC TO PROVIDE RFID SERVICES FOR THE ST. PETERSBURG LIBRARY SYSTEM FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED $521,020.10; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; RESCINDING UNENCUMBERED APPROPRIATIONS IN THE AMOUNT OF $36,500 IN THE RECREATION AND CULTURE CAPITAL IMPROVEMENT FUND (3029), GENERAL LIBRARY IMPROVEMENTS FY18 PROJECT (14650); APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $36,500 FROM THE UNAPPROPRIATED BALANCE OF THE RECREATION AND CULTURE CAPITAL IMPROVEMENT FUND (3029) RESULTING FROM THE ABOVE RESCISSION TO THE RADIO FREQUENCY ID SYSTEM PROJECT (15110); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City wishes to purchase a radio frequency identification (RFID) system which will provide enhanced and streamlined checkout services, loss prevention, patron-driven acquisitions, improved readers' advisory services and high quality programming for the St. Petersburg Library System ("Library"); and

WHEREAS, Bibliotheca, LLC is the sole source provider because it is compatible with the City's current library systems; and

WHEREAS, Section 2-249 of the City Code provides for sole source procurement when a supply or service is available from only one source; and

WHEREAS, the Procurement and Supply Management Department, in cooperation with the Library, recommends approval of the award to Bibliotheca, LLC as a sole source supplier; and

WHEREAS, the Mayor or his designee has prepared a written statement to the City Council certifying the condition and circumstances for the sole source purchase; and

WHEREAS, additional funds needed for this project will be available after a (i) rescission in the amount of $36,500 in the Recreation and Culture Capital Improvement Fund (3029), the General Library Improvements FY18 Project (14650), and (ii) a supplemental appropriation from the unappropriated balance of the Recreation and Culture Capital Improvement Fund (3029) to the Radio Frequency ID System Project (15110).
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that Bibliotheca, LLC is a sole source supplier for radio frequency identification (RFID) services for the St. Petersburg Library System.

BE IT FURTHER RESOLVED that a proposal is accepted and the award of an agreement to Bibliotheca, LLC to provide RFID services for the St. Petersburg Library System for a total contract amount not to exceed $521,020.10 is hereby approved.

BE IT FURTHER RESOLVED that the Mayor or his designee is hereby authorized to execute all documents necessary to effectuate this transaction.

BE IT FURTHER RESOLVED that the unencumbered appropriation in the amount of $36,500 in the Recreation and Culture Capital Improvement Fund (3029), the General Library Improvements FY18 Project (16160) is hereby rescinded.

BE IT FURTHER RESOLVED that there is hereby approved the following supplemental appropriation from the unappropriated balance of the Recreation and Culture Capital Improvement Fund (3029) for fiscal year 2018:

<table>
<thead>
<tr>
<th>Recreation and Culture Capital Improvement Fund (3029)</th>
<th>$36,500</th>
</tr>
</thead>
<tbody>
<tr>
<td>Radio Frequency ID System Project (15110)</td>
<td></td>
</tr>
</tbody>
</table>

This Resolution shall become effective immediately upon its adoption.

Legal:

[Signature]
City Attorney (Designee)

[Signature]
Budget

00347765
TO: The Honorable Darden Rice, Chair, and Members of City Council

SUBJECT: A resolution authorizing the Mayor or his designee to execute an Interlocal Agreement ("Agreement") between the City of St. Petersburg (the "City") and Pinellas County (the "County") wherein the County will provide one-half of the funding up to a maximum of $700,000 for the construction of Oak Street Storm Drainage Improvements, (Engineering Project No. 15046-110, Oracle No. 14923) and all other documents necessary to effectuate the Agreement; approving a supplemental appropriation in the amount of $340,000 from the increase in the unappropriated balance of the Stormwater Drainage Capital Projects Fund (4013) resulting from these additional revenues, to the Gandy Blvd & Oak Street NE SDI Project (14923); and providing an effective date.

EXPLANATION: An Agreement has been prepared between the County and the City to share equal funding, with the County’s one-half of the funding in an amount not to exceed $700,000, towards the implementation of stormwater drainage improvements on Oak Street NE between Gandy Boulevard and the previous Phase I section of drainage improvements on Oak Street.

The Agreement provides for reimbursement of 50% of the actual construction cost for part of the proposed drainage system improvements including raising of the elevation of the road and tie into the FDOT drainage improvements along Gandy Boulevard, but not exceeding a total aggregate amount of $700,000. The reimbursement will begin after the construction has started and will be in the form of quarterly disbursements in accordance with the Agreement. The City is required to provide perpetual maintenance of the drainage system. The Agreement requires the City to provide monthly progress reports and a project completion report.

The total design and construction cost is estimated to be $1,400,000. Construction is expected to begin by January 2018 and be completed September, 2018.

RECOMMENDATION: Administration recommends adoption of the attached resolution authorizing the Mayor or his designee to execute the Agreement between the City and the County wherein the County will provide one-half of the funding up to a maximum of $700,000 for the construction of Oak Street Storm Drainage Improvements, (Engineering Project No. 15046-110, Oracle No. 14923) and all other documents necessary to effectuate the Agreement; approving a supplemental appropriation in the amount of $340,000 from the increase in the unappropriated balance of the Stormwater Drainage Capital Projects Fund (4013) resulting from these additional revenues, to the Gandy Blvd & Oak Street NE SDI Project (14923); and providing an effective date.
COST/FUNDING/ASSESSMENT INFORMATION: When Council approved the FY17 Capital Improvement Program Budget, the agreement amount was approved for $360,000. Therefore, the supplemental appropriation needed is only $340,000.

Funds will be available in the Stormwater Drainage Capital Projects Fund (4013) after approval of a supplemental appropriation in the amount of $340,000 from the increase in the unappropriated balance of the Stormwater Drainage Capital Projects Fund (4013), resulting from these additional revenues to the Gandy Blvd & Oak Street NE SDI Project (14923).

ATTACHMENTS: Resolution Agreement Map

APPROVALS: Administration Budget
RESOLUTION NO. 2017-____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG AND PINELLAS COUNTY (THE "COUNTY") FOR THE COUNTY TO PROVIDE ONE-HALF OF THE FUNDING UP TO A MAXIMUM OF $700,000 FOR THE CONSTRUCTION OF OAK STREET STORM DRAINAGE IMPROVEMENTS, (ENGINEERING PROJECT NO. 15046-1100, ORACLE NO. 14923) AND ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THE AGREEMENT; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $340,000 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE STORMWATER DRAINAGE CAPITAL PROJECTS FUND (4013) RESULTING FROM THESE ADDITIONAL REVENUES, TO THE GANDY BLVD & OAK STREET NE SDI PROJECT (14923); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, an Interlocal Agreement ("Agreement") has been prepared between the City and the County wherein the County will provide one-half of the funding up to an amount not to exceed $700,000, toward the construction of the Oak Street Drainage Improvements, (Engineering Project No. 15046-1100, Oracle No. 14923) for stormwater drainage improvements on Oak Street NE between Gandy Boulevard and the previous Phase I section of drainage improvements on Oak Street; and

WHEREAS, the total design and construction cost is estimated to be approximately $1,400,000 and construction is expected to begin by January 2018 and be completed in 2018; and

WHEREAS, the Agreement provides for reimbursement of 50% of the actual construction cost for part of the proposed drainage system improvements, including raising of the elevation of the road and tie into the FDOT drainage improvements along Gandy Boulevard, but not exceeding for the County a total aggregate amount of $700,000; and

WHEREAS, a supplemental appropriation in the amount of $340,000 is needed to provide funding for this Agreement.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is hereby authorized to execute the Agreement between the City and the County for the County to provide one-half of the funding up to an amount not to exceed $700,000 toward the construction of the Oak Street Drainage Improvements, (Engineering Project No. 15046-1100, Oracle No. 14923) for stormwater drainage improvements on Oak Street NE between Gandy Boulevard and the previous Phase I section of drainage improvements on Oak Street; and
improvements on Oak Street and all other documents necessary to effectuate the Agreement; approving a supplemental appropriation in the amount of $340,000 from the increase in the unappropriated balance of the Stormwater Drainage Capital Projects Fund (4013) resulting from these additional revenues, to the Gandy Blvd & Oak Street NE SDI Project (14923).

BE IT FURTHER RESOLVED that there is hereby approved the following supplemental appropriation from the Stormwater Drainage Capital Projects Fund (4013) for Fiscal year 2018:

| Stormwater Drainage Capital Projects Fund (4013) | Gandy Blvd & Oak Street NE SDI Project (14923) | $340,000 |

This resolution shall become effective immediately upon its adoption.

Approved as to form and content:

Jane Wallace
City Attorney (designee)

Approved by:

Brejesh Prayman, P.E.
Engineering and Capital Improvements Director

Tom Greene
Budget Director
INTERLOCAL AGREEMENT BETWEEN PINELLAS COUNTY
AND
THE CITY OF ST. PETERSBURG FOR
OAK STREET DRAINAGE IMPROVEMENTS, COUNTY PID NO. 003600A

THIS FUNDING AGREEMENT (this "Agreement") is entered into this _____ day of
__________, 2017, by Pinellas County, a political subdivision of the State of Florida (the
"County"), and the City of St. Petersburg, a municipal corporation of the State of Florida, (the
"City"), collectively "parties".

WITNESSETH:

WHEREAS, this Agreement is made and entered between the parties pursuant to Section
163.01, Florida Statutes, the "Florida Interlocal Cooperation Act of 1969,"

WHEREAS, the City intends to hire a contractor to construct drainage improvements to
Oak Street beginning at Gandy Boulevard and moving northward along Oak Street NE, City
Project No. 15046-110 (the "Project");

WHEREAS, the work consists of the City's contractor furnishing all labor, materials, and
equipment necessary to alleviate flooding and drainage issues on the roadway and surrounding
incorporated and unincorporated properties within the Project area;

WHEREAS, the parties have determined that the Project benefits residents in
unincorporated and incorporated parts of Pinellas County; and

WHEREAS, the County desires to assume partial reasonable and necessary costs for the
Project.

NOW THEREFORE, for and in consideration of the foregoing recitals, the mutual
promises, covenants and conditions contained herein, the receipt and adequacy of which are hereby
acknowledged, the parties agree as follows:

1. Performance of Services:

The City shall perform all services described within the "Scope of Services," which is
attached hereto and incorporated herein as Exhibit A. The City shall be responsible for the
professional quality, technical accuracy, timely completion, and coordination of all designs,
drawings, specifications, reports, and other services furnished by the City under this Agreement.

2. Funding:

The County shall fund one-half of the Project, for an amount not to exceed $700,000.00,
to the City for the Project on a reimbursement basis in accordance with the Scope of Services and
the following parameters:
The City shall submit quarterly invoices to the County, starting by December 31, 2017, until Project construction, as described in the Scope of Services, is complete. In no event shall the County provide funds for any phase of the Project other than Project construction. All other Project costs, such as for permitting and future maintenance, are not eligible for funding under this Agreement. In no event shall the total amount of funds the County provides to the City under this Agreement exceed half of the total Project construction cost.

Together with each invoice, the City shall submit the following accompanying documents: (1) a certification that the invoice is accurate and that the City has expended the amount of invoiced funds in furtherance of Project construction; and (2) a progress report detailing how funds from any and all sources have been and/or will be expended in furtherance of the Project. The final invoice shall also include (3) a Project completion report, summarizing how the cumulative amount of invoiced funds have been expended with evidence of Project construction completion; the final invoice shall be sent to the County no later than September 30, 2019.

Within thirty (30) days of receiving an invoice, the County shall either: (1) send full payment to the City for that invoice; or (2) if the County finds the invoice or supporting documents outlined in the paragraph above unacceptable for any reason, send written notice to the City of any defects. If the County provides a written notice of defects, the City shall have thirty (30) days from receipt of said notice to cure said defects and provide written evidence of same to the County; if the City fails to cure the defects within the requisite timeframe, or if County finds the evidence of such corrections to be defective for any reason, this Agreement is subject to termination with cause in accordance with Section 4 below.

The City's final construction cost estimate for the Project is anticipated to be $1,421,623.33, attached as Exhibit C to this Agreement.

3. Agreement Term:

As required by Section 163.01(11), Florida Statutes, this Agreement shall be filed with the Clerk of Circuit Court of Pinellas County, Florida after the Agreement has been fully executed by the Parties, and shall take effect upon the date of filing. This Agreement shall expire upon the earlier of: (1) receipt by the City of final payment for the final invoice in accordance with the provisions of Section 2 above; or (2) December 31, 2019.

If the City fails to issue a Notice to Proceed to a contractor for the Project within three hundred and sixty-five (365) days from the date of full execution of this Agreement by the parties, any payments made by the County to the City under this Agreement shall be refunded by the City within thirty (30) days and this Agreement shall terminate immediately after receipt of said funds.

4. Termination, Default, and Remedies:

This Agreement may be terminated in writing by either party: (1) without cause upon fifteen (15) days of receipt of notice of termination by the other party; or (2) with cause immediately upon receipt of a notice of termination by the other party. This Agreement may also be terminated at any time by mutual written agreement of the parties.
This Agreement may be terminated with cause if either party fails to abide by any of the terms and conditions herein, including, but not limited to, the City’s failure to timely meet any of its obligations identified in the Scope of Services or correct a defective invoice or accompanying document in accordance with Section 2 above.

Should this Agreement be terminated by the County with cause, the City shall refund all funds paid to the City by the County under this Agreement within fifteen (15) days of receipt of notice of termination; this remedy is notwithstanding that the remainder of this Agreement shall terminate immediately upon the City’s receipt of such notice of termination in accordance with the first paragraph of this Section 4 above. Should this Agreement be terminated by the City without cause, the City shall refund all funds paid to the City by the County under this Agreement together with submission of notice of termination.

In accordance with Section 5 below, any termination notice shall be sent by e-mail or USPS Certified Mail and deemed delivered or received on the date reflected by the e-mail read receipt or certified mail delivery receipt.

5. **Project Managers and Notice:**

In order to assure proper coordination and review throughout the term of this Agreement, the City and the County each designate a Project Manager as follows:

**St. Petersburg**
Carlos J. Frey, P.E., Project Manager  
Engineering and Capital Improvements  
City of St. Petersburg  
P.O. Box 2842  
St. Petersburg, FL 33731  
carlos.frey@stpete.org  
727.892.5380

**County**
James R. Bernard, P.E.  
Stormwater and Vegetation Division Director  
Pinellas County Public Works Department  
22211 US Hwy 19 North  
Clearwater, FL 33765  
jbernard@pinellascounty.org  
727.464.4211

Either party may designate a replacement Project Manager, which shall become effective immediately upon receipt of notice of such replacement designation by the other party.

All notices, invoices, approvals, and other correspondence required by law and this Agreement shall be in writing and delivered via e-mail or USPS Certified Mail to the respective
Project Manager. Notice shall be considered delivered or received as reflected by an e-mail read receipt or a certified mail delivery receipt.

6. **Payment Limitations and Fiscal Non-Funding:**

Project costs incurred prior to the effective date of this Agreement are not fundable under this Agreement.

The County shall not be responsible for the operation, maintenance, or capital refreshment of any assets resulting in any way from the Project.

This Agreement is not a general obligation of either party. It is understood that neither this Agreement nor any representation by any employee or officer of either party creates any obligation to appropriate or make monies available for the purpose of this Agreement beyond the fiscal year for which this Agreement is executed. No liability shall be incurred by a party, or any department of a party, beyond the monies budgeted and available for this purpose. If funds are not appropriated by a party for any or all of this Agreement, the party shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The party agrees to promptly notify the other party in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the party. Should the City terminate the Agreement due to such lack of appropriation, the City shall refund all funds paid to the City by the County under this Agreement together with submission of notice of termination.

7. **Records and Audit:**

The City shall:

a) retain all data, financial records, statistical records, and any other records (including electronic storage media) pertinent to this Agreement ("Records") for a period of three (3) years after termination or expiration of this Agreement or, if an audit has been initiated in accordance with subsection c) of this Section 7 below and audit findings have not been resolved at the end of three (3) years, the records shall be retained until resolution of the audit findings;

b) maintain all Records in accordance with generally accepted accounting procedures and practices that sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this Agreement;

c) ensure that all Records are subject at all reasonable times for inspection, review, audit, and duplication by County personnel and other personnel duly authorized by the County, which may require removal of Records from City premises;

d) fully comply with the provisions of Chapter 119, Florida Statutes, as applicable;

and

e) ensure that all requirements in this Section 7 are included in all contracts and
subcontracts entered into related to Project construction.

8. **Indemnification and Non-Agency Relationship:**

Each party shall be fully responsible for the negligence of its respective employees, officers and employees, when such person is acting within the scope of his or her employment, and shall be liable for any damages alleged or claimed to have resulted or arisen from said negligence. Nothing contained herein is intended to serve as a waiver by either party of its sovereign immunity or to extend the liability of either party beyond the limits set forth in Section 768.28, Florida Statutes. Further, nothing herein shall be construed as consent by either party to be sued by third parties in any manner arising out this Agreement or contracts related thereto.

The City shall require all contractors hired to undertake any part of the Project in writing to comply with the following conditions:

a) indemnify, hold harmless, pay on behalf of, and defend the County, its officers, employees, contractors, and agents, and the City, its officers, employees, contractors, and agents, from and against all claims, damages, losses, and expenses, including, but not limited to, attorney’s fees, arising out of or resulting from the Project;

b) provide a dual oblige bond in the full amount of the Project cost, naming the City and the County as obliges;

c) provide the County with the same insurance coverage as the City, naming the County and the City as additional insured entities and certificate holders.

The City acknowledges that it is an independent party and not an agent of County.

9. **Modification of Agreement:**

This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement.

10. **Assignment:**

This Agreement may not be assigned by either party without the prior written consent of the other party. The parties each bind itself, its successors, assigns, and legal representatives to the other party hereto and to the successors, assigns, and legal representatives of such other party in respect to all covenants and obligations contained herein.

11. **Compliance with Applicable Laws:**

The City shall use its best efforts to ensure that at all times and in all aspects of the Project; its officers, employees, contractors, and agents are in compliance with all applicable federal, state,
12. **Governing Laws:**

This Agreement and the rights and obligations of the parties hereto shall be governed and construed according to the laws of the State of Florida.

13. **Entire Agreement:**

This document, including Exhibits hereto, embodies the whole agreement between the Parties. There are no promises, terms, conditions or allegations other than those contained herein, and this document shall supersede all previous communications, representations and/or agreements, whether written or verbal, between the Parties hereto.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day and date first above written.

CITY OF ST. PETERSBURG, FLORIDA

By: __________________________
Print: __________________________
Title: __________________________

ATTEST:

By: __________________________
   City Clerk

Approved as to Content and Form:

By: __________________________
   City Attorney (designee)

PINELLAS COUNTY, FLORIDA by and through its Board of County Commissioners

By: __________________________
   Chairperson

ATTEST: Ken Burke, Clerk

By: __________________________
   Deputy Clerk

Approved as to Form:

By: __________________________
   Office of the County Attorney
EXHIBIT A: SCOPE OF SERVICES

LOCATION OF PROJECT WORK SITE

The general location of the proposed Work for the Project is in St. Petersburg, Florida. The Project begins at Gandy Boulevard continuing north along Oak Street NE to approximately 429 feet north of the 105th Terrace NE intersection. The Project area also includes a section beginning at the intersection of Oak Street NE and 105th Terrace NE, extending west 132 feet, as depicted in Exhibit B attached to this Agreement.

SCOPE OF WORK

The work consists of furnishing all labor, materials, and equipment necessary to alleviate flooding and drainage issues on the roadway and surrounding incorporated and unincorporated property within the project area. Construction activities include the installation of approximately 1,568 linear feet of reinforced concrete pipe and elliptical reinforced concrete pipe, manholes, inlets, and other related drainage structures. Drainage work will tie into an existing pipe network at the intersection of Gandy Boulevard and Oak Street NE. Site restoration will include roadway, curb, sidewalk and other appurtenances.
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<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
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<th>Unit</th>
<th>Unit Price ($)</th>
<th>Total Price ($)</th>
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(1.)
## OAK STREET DRAINAGE IMPROVEMENTS

**Final Drawings: 22-Jun-17**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Estimated Quantity</th>
<th>Unit</th>
<th>($) Unit Price</th>
<th>($) Total Price</th>
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</thead>
<tbody>
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<td>D-34.1</td>
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<td>CONCRETE PAD (4&quot; THICK)</td>
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<td>W-1.4</td>
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<td>M-7.1</td>
<td>FLOATING TURBIDITY BARRIER</td>
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<td>M-7.2</td>
<td>STAKED SILT BARRIER</td>
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**Subtotal Miscellaneous:** $26,571.66

### Surface Restoration:

<table>
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<tr>
<th>Item No.</th>
<th>Description</th>
<th>Estimated Quantity</th>
<th>Unit</th>
<th>($)</th>
<th>Total Price</th>
</tr>
</thead>
</table>

(2)
## ENGINEER'S OPINION OF CONSTRUCTION COST ESTIMATE
### OAK STREET DRAINAGE IMPROVEMENTS
#### Final Drawings

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Estimated Quantity</th>
<th>Unit</th>
<th>($) Unit Price</th>
<th>($) Total Price</th>
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<td><strong>TOTAL PROJECT BUDGET</strong></td>
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<td><strong>$1,421,623.33</strong></td>
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TO: The Honorable Darden Rice, Chair, and Members of City Council

SUBJECT: A resolution authorizing the Mayor or his designee to execute a one year agreement in the amount of $521,501.76 between the School Board of Pinellas County, Florida and the City of St Petersburg for the continuation of the School Resource Officer Program in the public school system of Pinellas County, and to execute all other documents necessary to effectuate this transaction; and providing an effective date.

EXPLANATION: The City and the School Board of Pinellas County, Florida (“School Board”) have entered into a one year agreement (“Agreement”), subject to City Council approval, which will place nine (9) St. Petersburg Police Department (“Department”) school resource officers into four high schools and five middle schools during the 2017-2018 school year. A school resource officer will be located at Gibbs High, Lakewood High, Northeast High, St. Petersburg High, Azalea Middle, Bay Point Middle, John Hopkins Middle, Meadowlawn Middle, and Tyrone Middle Schools.

The Agreement provides that the School Board will pay the City the sum of $57,944.64 per school resource officer during the period of July 1, 2017 through June 30, 2018 for a total amount of $521,501.76 during the period of July 1, 2017 through June 30, 2018. The School Board will continue to pay the City of St. Petersburg the sum of $43,458.48 per month beyond the original twelve (12) month term (provided notice of an intent to continue is sent as set forth in the Agreement), but only until a replacement agreement is approved and at which time the new monthly payment would apply and the difference, if any, would be made up retroactively to the end of the original term (July 1, 2018).

Security services provided by the St. Petersburg Police Department at school functions occurring after regular school hours shall be paid in accordance with the St. Petersburg Police Department’s salary policy and procedures. The Agreement is in effect from July 1, 2017 through June 30, 2018.

RECOMMENDATION: The administration recommends that City Council adopt the attached resolution authorizing the Mayor or his designee to execute a one year agreement in the amount of $521,501.76, between the School Board of Pinellas County, Florida and the City of St Petersburg for the continuation of the School Resource Officer Program in the public school system of Pinellas County, and to execute all other documents necessary to effectuate this transaction; and providing an effective date.

COST/FUNDING INFORMATION: Funding for the school resource officers has been appropriated in the General Fund (0001), Police Department (140).

Approvals:
Administration: ____________________________ Budget: ____________________________
00347595.doc v1
A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE A ONE YEAR AGREEMENT IN THE AMOUNT OF $521,501.76 BETWEEN THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA AND THE CITY OF ST. PETERSBURG FOR THE CONTINUATION OF THE SCHOOL RESOURCE OFFICER PROGRAM IN THE PUBLIC SCHOOL SYSTEM OF PINELLAS COUNTY; TO EXECUTE ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City and the School Board of Pinellas County, Florida (“School Board”) have entered into a one year agreement (“Agreement”), subject to City Council approval, that will place nine St. Petersburg Police Department (“Department”) school resource officers into four high schools and five middle schools; and

WHEREAS, the Agreement provides that the School Board will pay the City the sum of $57,944.64 per school resource officer during the period of July 1, 2017 through June 30, 2018 for a total amount of $521,501.76; and

WHEREAS, the School Board will continue to pay the City $43,458.48 per month beyond the original twelve (12) month term (provided notice of an intent to continue is sent as set forth in the Agreement), but only until a replacement agreement is approved and at which time the new monthly payment would apply and the difference, if any, would be made up retroactively to the end of the original term (July 1, 2018); and

WHEREAS, a school resource officers will be located at Gibbs High, Lakewood High, Northeast High, St. Petersburg High, Azalea Middle, Bay Point Middle, John Hopkins Middle, Meadowlawn Middle, and Tyrone Middle Schools; and

WHEREAS, security services provided by the Department at school functions occurring after regular school hours shall be paid in accordance with the Department’s salary policy and procedures; and

WHEREAS, funding for the school resource officers has been appropriated in the General Fund (0001), Police Department(140); and

WHEREAS, the Agreement is in effect from July 1, 2017 through June 30, 2018.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is authorized to execute a one year agreement in the amount of $521,501.76 between the School Board of Pinellas County, Florida and the City of St Petersburg for the continuation of the School Resource Officer Program in the public school system of Pinellas County and to execute all other documents necessary to effectuate this transaction.

This Resolution shall take effect immediately upon its adoption.
SCHOOL RESOURCE OFFICER AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of __________, 2017, between the SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA (referred to herein as the "Board"), and THE CITY OF ST. PETERSBURG, (referred to herein as "City"), is for the services to be provided by the St. Petersburg P.D. for the School Resource Officer Program (referred as “SRO Program”).

WITNESSETH:

WHEREAS, the parties hereto value the collaboration and cooperation fostered by the SRO Program and believe that all of society benefits when the safety of children is improved, where the threat of crime and disorder is reduced, the learning environment is improved, and the true mission of teachers becomes more achievable; and

WHEREAS, the SRO Program provides an opportunity for students and law enforcement officers to have positive interaction with one another which enhances law enforcement officers’ service to the community, and

WHEREAS, the Board and the City intend to provide law enforcement and related services to the public schools of Pinellas County as hereafter described, and

WHEREAS, the Board and the City will mutually benefit from the SRO Program.;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I. The Obligations of the City are as follows:

A. Provision of School Resource Officers (SROs). The St. Petersburg P.D. shall assign one regularly employed officer to the following nine (9) schools:

<table>
<thead>
<tr>
<th>High Schools</th>
<th>Middle Schools</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.  St. Petersburg High</td>
<td>5.  Azalea Middle School</td>
</tr>
<tr>
<td>2.  Gibbs High</td>
<td>6.  Bay Point Middle School</td>
</tr>
<tr>
<td>3.  Northeast High</td>
<td>7.  Tyrone Middle School</td>
</tr>
<tr>
<td>4.  Lakewood High</td>
<td>8.  Meadowlawn Middle School</td>
</tr>
<tr>
<td></td>
<td>9.  John Hopkins Middle School</td>
</tr>
</tbody>
</table>

B. Designation and Selection of School Resource Officers. SROs have a dual role at the schools in which they serve. They serve as law enforcement officers and as “school officials” who may have a legitimate educational interest in information contained in the education records within the meaning of 20 U.S.C. §1232g and F.S. §1002.221.

The Chief of St. Petersburg P.D., or his designee, in consultation with the Principal of the school to which the SRO will be assigned shall select the SRO on the basis of the following criteria.
1. The SRO must have the ability to deal effectively with students. The ages, socioeconomic, and cultural composition of the students of the particular school should be considered in making this evaluation.

2. The SRO must have the ability to present a positive image and symbol of the entire police agency. A goal of the SRO Program is to foster a positive image of police officers among young people. Therefore, the personality, grooming, and communication skills of the SRO should be of such nature so that a positive image of the police agency is reflected. The SRO should sincerely want to work with the staff and students at the particular school to which he or she is assigned.

3. The SRO must have the ability to provide good quality educational services in the area of law enforcement. The education, background, experience, interest level and communication skills of the SRO must be of high caliber so that the SRO can effectively and accurately provide resource teaching services. The SRO will spend as much time as practical in classroom instruction, dependent upon time constraints and workload. The SRO and the principal will formulate an acceptable plan consistent with the circumstances and the needs of the school.

4. The SRO must have the desire and ability to work cooperatively with the Principal and his administrative staff.

5. The SRO must be a state certified Law Enforcement Officer.

C. Regular Duty Hours/Absences of the School Resource Officers.

1. The SRO will be assigned to his/her school on a full-time basis of eight (8) hours on those days and during those hours that school is in session. The SRO’s specific duty hours shall be determined by the SRO supervisor in consultation with the principal, to reflect the needs of the individual school. In each case the agency shall ensure that SROs are present during regular school hours, and those routine duties that require an absence from campus should be accomplished either prior to or after regular school hours. The SRO may be temporarily reassigned only during the period of a law enforcement emergency as such may be determined to exist, by the Chief of St. Petersburg P.D.

2. If it is necessary for the assigned SRO to be absent from school for less than a full day, the SRO will notify the principal and provide instructions on how emergency police service may be obtained in his/her absence. If it is necessary for the assigned SRO to be absent from school for a full day or more, then the St. Petersburg P.D. shall supply a substitute SRO. For any day there is not an officer at school for a full day, a credit shall be given to the school system absent exigent circumstances. The credit shall amount to the daily rate of the Board’s contribution.

D. Duties of School Resource Officers. While on duty, the SRO shall perform the following duties:

1. Speak to classes on the law, including search and seizure, criminal law, motor vehicle law, and other topics when assigned to speak by the principal.

2. Act as a resource person in the area of law enforcement education at the request of the Principal.
3. Conduct criminal investigations of violations of law on School Board property. The St. Petersburg P.D. and the Board agree that petty acts of misconduct and misdemeanors, including, but not limited to, minor fights or disturbances, should ordinarily not be referred to law enforcement for prosecution and should not ordinarily result in a student arrest. The Board encourages schools to use alternatives to expulsion or referral to law enforcement agencies unless the use of such alternatives will pose a threat to school safety. Individual SRO's are encouraged to exercise discretion and to divert student offenders to school based discipline or community based diversion where appropriate and authorized by department policy and applicable law.

4. Provide school-based security and maintain the peace on School Board property, to include in assisting with the development, implementation and evaluation of security programs/crisis plans in their assigned school when requested.

5. Make arrests and referrals of criminal law violators.

6. Appear at State Attorney investigations, depositions, trials and sentencing.

7. Provide transportation to the Pinellas County Juvenile Assessment Center (PJAC), Juvenile Addiction Receiving Facility (JARF), and County Jail.

8. Coordinate Emergency Medical Service (EMS) at the request of the Principal, or his/her designee.


10. Develop, implement, and evaluate security programs in the school assigned.

11. Coordinate with school administrators, faculty and staff, law enforcement agencies, and courts to provide school-based security to maintain the peace and promote order on the school campuses.

12. Cooperate with Pinellas County Schools Police in connection with the creation and maintenance of all records, including security and surveillance camera recordings, whether recorded by video tape, digital or other medium, and whether recorded at a school site or school bus, witness or suspect statements, interviews or other documents made in connection with the law enforcement duties set forth in this Agreement. Such records shall constitute "law enforcement records" within the meaning of 34 CFR § 99.8(b) (l)(i)-(iii). When such records are made available to school administration for disciplinary or other legitimate educational purposes they shall also constitute confidential student records subject to the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g; 34 CFR Part 99, and §§1002.22, 1002.221, F.S. The SRO shall comply with all laws and policies applicable to such records in both their law enforcement and student record capacities.

13. Maintain a file on property reported lost and/or stolen at the SRO's school.

14. Provide counseling or referrals to students as needed.

15. Secure, handle and preserve evidence.
16. Recover School Board property through working with other police agencies.

17. Make referrals to social agencies.

18. Relay messages in emergency situations (such as, tornadoes, hurricanes, etc.)

19. Provide special truancy investigations and prepare for prosecution.

20. Coordinate investigation of bus stop incidents.

21. Wear the official police uniform which shall be provided at the expense of the law enforcement agency; however, civilian attire may be worn on such occasions as may be mutually agreed upon by the principal and the SRO supervisor.

22. Perform such other duties as mutually agreed upon by the principal and the SRO, so long as the performance of such duties are legitimately and reasonably related to the SRO Program as described in this Agreement, and so long as the duties are consistent with State and Federal law and the policies and procedures of the City.

23. Follow and conform to the School Board Policy Manual, which is available at each school site and F.S. §1006.12, that does not conflict with the policies and procedures of the St. Petersburg P.D. The Parties to this Agreement shall abide by all Federal and State Civil Rights legislation including the Civil Rights Act of 1964 and its' subsequent amendments.

24. Provide a Monthly Activities Report or such other report regarding his/her activities, as may be required by the Superintendent or designee. A copy of the report shall be provided to the principal on a monthly basis.

25. SROs are recognized as an active part of the school's administrative team. Their duties as a team member reflect their agency's directions and lend their expertise to the review of activities, duty assignments, scheduling and identification of potential problems.

26. The St. Petersburg P.D. will provide an opportunity for Principals to provide input on the SRO's performance.

E. Support Services to be Provided by St. Petersburg P.D. The St. Petersburg P.D. shall supply the following support services for SROs:

1. Maintain and file Uniform Crime Reporting (UCR) records according to law.

2. Maintain a dispatch log, consistent with accepted law enforcement management practices.

3. Provide copies of all reports taken by the SRO to the Pinellas County Schools Police, upon request, as the law allows.

4. Provide each SRO with a patrol automobile and all other necessary or appropriate police equipment. The cost of purchasing, maintaining, and repairing police equipment provided under this Agreement shall be borne by the St. Petersburg P.D.
5. Maintain copies of reports generated by officers in compliance with State and Federal laws.


ARTICLE II. Relationship of SROs to Board and City

The SRO shall be an employee of the City and not an employee of the Board. The City shall be responsible for the hiring, training, discipline, and dismissal of its personnel. Board employees shall report allegations of improper conduct to the SRO’s immediate supervisor or to the department’s internal affairs section. Board employees shall not conduct an internal investigation of alleged improper conduct on the part of the SRO.

ARTICLE III. Charges for SRO Services

In consideration of the services provided herein, the Board shall pay to the City, the sum of $57,944.64 (Fifty Seven Thousand Nine Hundred Forty Four Dollars and Sixty Four Cents) for each of the nine SRO’s identified in Article I A. herein (4 high schools, 5 middle schools). The total amount payable hereunder is the sum of $521,501.76 (Five Hundred Twenty One Thousand Five Hundred One Dollars and Seventy Six Cents) for the 2017-2018 contractual term. Notwithstanding the foregoing and until a replacement contract has been executed between the parties as set forth in Article VII, the Board shall continue to pay the City $43,458.48 on a monthly basis. Furthermore, the parties agree that any increase in the amount of the monthly sum shall be set forth in the replacement contract and be retroactively applied for services rendered after June 30, 2018 when the replacement contract has been approved by both parties.

To the extent that security services are provided by St. Petersburg P.D. at school functions occurring after regular school hours, the City shall be paid in accordance with the City salary policy and procedures. This may include but not be limited to additional hours due to the extended school day at Gibbs High School and Lakewood High School. The City shall invoice the School Board, within the first 10 days of each month after services are provided, in the previous month and any invoices for services provided during May shall be submitted no later than the 15th of June. The Board shall pay the City promptly provided such payment shall not exceed thirty (30) days from receipt of the City’s invoice.

ARTICLE IV. Problem Resolution

The Parties, their agents and employees will cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent of the Board and the City, or their designees.

ARTICLE V. Amendments

Changes in the terms of this Agreement may be accomplished only by formal amendment in writing approved by the City and the Board.
ARTICLE VI. Transfer of SROs.

Both the Board and City desire to avoid the transfer of an SRO at the request of a principal. Therefore, except in egregious circumstances when the SRO's behavior warrants immediate removal, the following procedures must be followed:

A. Principals should engage in good personnel management practices to include discussing any issues or concerns with the SRO first, followed by consultation with the SRO's supervisor if necessary.

B. If, after sufficient time has been given for the SRO to modify his/her performance, and concerns still exist, then the Principal will recommend to the Area Superintendent that the SRO be transferred from the school, stating the reasons for the recommendation in writing.

C. Within a reasonable period of time after receiving the recommendation to remove an SRO, the Area Superintendent, or designee, will confer with the Chief, or designee, to attempt to resolve any problem that may exist between the SRO and the staff at his/her assigned school.

1. With the agreement of the Superintendent and the Chief, or their designees, the SRO, or specified members of the staff from the school, may be required to be present at that meeting.

2. If, within a reasonable amount of time, the problem cannot be resolved in the opinion of both the Superintendent and Chief, or their designees, then the SRO will be transferred from the school and a replacement will be selected, as provided elsewhere in this Agreement.

This Article does not provide the SRO any rights separate and apart from those found in the City's collective bargaining agreement with its union. Only the City itself, and not individual SROs, can seek enforcement of the provisions of this Agreement. Nothing herein shall preclude the City from unilaterally transferring the SRO at its sole discretion.

ARTICLE VII. Term of Agreement.

The term of this Agreement shall be for one year beginning on July 1, 2017 through June 30, 2018. Notwithstanding the expiration of the term of this Agreement on June 30, 2018, and provided that the Agreement has not been terminated as provided in Article IX herein, the Superintendent or designee may provide notice of his intention to continue the services of the St. Petersburg P.D. as provided for herein, and the terms of this Agreement shall automatically continue until a replacement contract has been approved by both parties, or this Agreement has been terminated as provided in Article IX.

ARTICLE VIII. Materials and Facilities Supplied by Board.

The Board shall provide the SRO, in each school to which an SRO is assigned, the following materials and facilities necessary to the performance of duties by the SRO:

A. Access to a private office which is air conditioned and properly lighted, with a telephone, to be used for general business purposes. Whenever practicable, the SRO will be provided with a private office. Upon request, SROs will be provided free access to the Board's
computer network to the extent that it is economically practicable. St. Petersburg P.D. will provide the computer hardware to be utilized by the SRO, although each individual school may provide such hardware in its sole discretion. If access is provided, existing school security procedures must be followed, to include secure network access for both the computer and user. Network use must conform to school board policy 7540.04, Use of Electronic Resources.

B. A location for files and records which can be properly locked and secured.

C. A desk with drawers, a chair, work table, filing cabinet, and office supplies (e.g. paper, pencil, pens, etc.).

D. Access to a typewriter and/or secretarial assistance.

E. The SRO will be issued keys for complete access on the campus to which he/she is assigned in accordance with the school safety plan. In the event these keys are lost misplaced, or stolen through negligence, the cost of any re-keying of the facility shall be borne equally by the law enforcement agency and the Board.

ARTICLE IX. Termination.

This Agreement may be terminated by either party for cause upon seven (7) days written notice that the other party failed substantially to perform in accordance with the terms and conditions of this Agreement through no fault of the party initiating termination. This Agreement may be terminated without cause by either party upon thirty (30) days written notice.

ARTICLE X. Defense of Legal Actions.

A. Subject to the limitations contained in F.S. §111.07, the City shall defend any lawsuit filed against the City which arises out of services performed by the St. Petersburg P.D or SRO. The City procedures shall be followed in handling such suits. The City shall pay any judgment rendered against it, according to law. Nothing contained herein shall be construed to waive the provisions of F.S. §768.28 as the same applies to both the City and the Board.

B. The Board shall defend any lawsuit filed against the Board which arises out of services performed by the Board. Board procedures shall be followed in handling such suits. The Board shall pay any judgment rendered against it according to law. Nothing contained herein shall be construed to waive the provisions of F.S. §768.28 as the same applies to both the Board and the City.

ARTICLE XI. Miscellaneous.

A. Assignment. This Agreement may not be assigned without the written consent of the St. Petersburg P.D. and the Board.

B. Severability. Should any section or part of any section of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other section or any part of any section of this contract.

C. Notification. All notices, requests, demands, or other communications hereunder shall be in writing and shall be deemed to have been served as of the delivery date
appearing upon the return receipt if sent by certified mail, postage prepaid with return receipt requested, at the address listed below, or upon the actual date of delivery, if hand delivered to the address below. Either party may change the below-listed address at which it receives written notices by so notifying the other party hereto in writing.

City to:  
Chief of Police, St. Petersburg P.D.  
1300 First Avenue North  
St. Petersburg, FL 34689  

Copy to:  
City Attorney, City of St. Petersburg  
P.O. Box 2842  
St. Petersburg, FL 33731  

Board to:  
Chief of Police  
Pinellas County Schools Police  
11111 S. Belcher Rd.  
Largo, FL 33773  

Copy to:  
Office of School Board Attorney  
Pinellas County School Board  
301 4th St. SW  
Largo, FL 33770  

D. Waiver. No act or omission or commission of either party, including without limitation, any failure to exercise any right, remedy, or recourse, shall be deemed to be a waiver, release, or modification of the same. Such a waiver, release, or modification is to be effected only through a written modification to this Agreement.

E. Governing Law and Venue. This Agreement is to be construed in accordance with the laws of the State of Florida. Venue for any cause of action or claim asserted by either party hereto brought in state courts shall be in Pinellas County, Florida. Venue for any action brought in Federal court shall be in the Middle District of Florida, Tampa Division.

F. Headings. The paragraph headings are inserted herein for convenience and reference only, and in no way define, limit, or otherwise describe the scope or intent of any provisions hereof.

G. Due Authority. Each party to this Amendment represents and warrants to the other party that (I) they are duly organized, qualified and existing entities under the laws of the State of Florida, and (ii) all appropriate authority exists so as to duly authorize the persons executing this Amendment to so execute the same and fully bind the parties on whose behalf they are executing.

H. Non-appropriation. The obligations, if any, of the City, as to any funding required pursuant to this Agreement shall be limited to an obligation in any given year to budget, appropriate and pay from legally available funds, after monies for essential City services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the City shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the City pursuant to this Agreement.
IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized representatives on this _____ day of ________________, 2017.

THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA

By: ________________________
Print: ________________________
Chairman

Attest: ________________________
Print: ________________________
Ex-Officio Secretary

CITY OF ST. PETERSBURG, FLORIDA

By: ________________________
Print: ________________________
As its ________________________

Attest: ________________________
Print: ________________________
City Clerk

Approved as to form:

Sign: ________________________
Print: ________________________
School Board Attorney,
Pinellas County Schools

Approved as to Content and Form

City Attorney (Designee)
By: ________________________
Assistant City Attorney
To: The Honorable Darden Rice, Chair, and Members of City Council

Subject: Approving a contract with Kompan, Inc., in an amount not to exceed $150,000, for design-build services for a natural-feel playground at the Boyd Hill Nature Preserve. (Engineering Project No. 17210-017, Oracle Project No. 15661); and providing an effective date.

Explanation: On April 17, 2017, the City issued a Request for Qualifications, RFQ No. 6399 for Design-Build Services for Boyd Hill Natural Playground. Statements of Qualifications were solicited from firms to design and construct a playground that will focus on natural play and learning opportunities in a Florida outdoor-themed environment. On May 25, 2017, the City received four Statements of Qualifications (SOQs) from the following firms:

1. Kompan, Inc.
2. Lema Construction and Developers, Inc.
3. Playpower LT Farmington Inc., c/o Playworx Playsets LLC
4. Topline Recreation Inc.

The SOQs were evaluated based on the following criteria:

- Team background and experience
- Project approach
- Relevant project examples
- MBE status of firm or sub-consultants

The top three ranked firms were invited to make oral presentations before the evaluation committee. The firms were:

1. Kompan, Inc.
2. Lema Construction and Developers, Inc.
3. Topline Recreation Inc.

On August 15, 2017 and October 31, 2017, the evaluation committee heard the presentations and elected to move forward with negotiations with Kompan, Inc., the most qualified firm.

The vendor will enter into a design-build agreement with the City to provide site design and equipment layout, permitting, fabrication of equipment, site preparation and installation of equipment. The playground will be aesthetically compatible with the existing park/preserve and will utilize metal and plastic minimally in order to maintain a natural Florida theme.

The Procurement Department, in cooperation with the Parks and Recreation Department, recommends approval:

Kompan, Inc........................................... $150,000

Kompan, Inc. was determined to be most qualified, taking into consideration their experience in customized play equipment; proposed design-build team and qualifications; approach and vision for a natural
playground; use of natural material and renewable products that will allow for engagement by all ages; and the evaluation criteria set forth in RFQ No. 6399. Kompan's previous and current work is of high quality and meets the needs of the City.

Kompan, Inc. is headquartered in Tacoma, Washington, and has been in business for 47 years. Kompan has provided similar services for the City of Tampa and Pasco County and has performed satisfactorily. Kompan's principals are Connie Astrup-Larsen, chairman; Elkjaer-Larsen, president/vice chairman; Kerrin Smith, director/vice president; Peter John Swenson, treasurer; and Edward J. Wright, Jr., secretary.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Recreation and Culture Capital Improvement Fund (3029) to the Play Equipment Replacement Project (15661).

Attachments: Technical Evaluation (3 pages)  
Meeting Minutes (5 pages)  
Conceptual Design (2 pages)  
Resolution

Approvals:

By: Administrative

By: Budget
Summary Work Statement

The City received four statements of qualifications (SOQs) for RFQ No. 6399, Design Build, Natural Playground. The successful offeror will research, design and construct a natural-feel playground at Boyd Hill Nature Preserve. The SOQs were received from the following:

1. Kompan, Inc.
2. Lema Construction & Developers Inc.
3. Playpower LT Farmington Inc, c/o Playworx Playsets LLC
4. Topline Recreation inc.

Evaluation Committee

Evaluation of the statements of qualifications was conducted by:

• Bryan Eichler, Parks and Recreation Operations Manager
• Barbara Stalbird, Nature Preserve Supervisor
• John Stockowski, Recreation & Programming Superintendent

Evaluation Criteria

The statements of qualifications were evaluated on the following criteria:

• Team background and experience
• Project approach
• Relevant project examples
• MBE status of firm or sub-consultants

Offerors’ Profiles

Below is a profile of the offerors and a summary of the strengths and weaknesses of the offerors as reported after the initial independent review.

Kompan Inc. was incorporated in Delaware in 1991. The firm has been in business for 26 years and employs 90 people.

Strengths include: Professionally prepared presentation; knowledge of site and understanding of the City’s vision and how to cater to the various age groups; team included a local representative from Tampa, a landscape architect and installer; proposed solution included “cool” equipment elements made of natural materials that are sustainably grown and provide an acceptable lifespan; prior projects in Florida completed within budget and on time; ability to do a customized turnkey project that provides opportunities for self-directed play; and proposed use of MBE/SBE/WBE.

Weaknesses include: Their failure to remove language that referenced a prior Pier project; lack of City projects and clarity about signage.

The statement of qualifications does meet the City’s requirements.

Lema Construction & Developers, Inc. was incorporated in Florida in 2005 and is headquartered in St. Petersburg. The firm has been in business for 12 years and employs 11 people.
Strengths include: Prior working relation with the City; value as a local contractor; proposed experienced sub-consultant and use of MBE/SBE/WBE.

Weaknesses include: Lack of preparation and clarification of proposed solution; presence of the proposed sub-consultant, who was not with the team to present the proposed design; presenter's lack of playground experience and vision for this project.

The statement of qualifications does not meet the City's requirements.

Playpower LT Farmington Inc. is headquartered in Missouri and was incorporated in 2005. The firm has been in business for 11 years and employs 15 people.

Strengths include: Their 35 years' experience in playground design, fabrication and certifications in installation and inspection; multiple projects completed in Georgia and Florida; proposed incorporation of items that mimic natural materials; and delivery within 30 days.

Weaknesses include: Their lack of experience in natural playgrounds; project approach, relevant examples; references; proposed use of MBE/SBE/WBE; and solution is for equipment only.

The statement of qualifications does not meet the City's requirements.

Topline Recreation, Inc. is headquartered in Deltona, FL, and was incorporated in 2011. The firm has been in business for 6 years and employs 5 people.

Strengths include: Experience and longevity of the proposed sub-consultant who is committed to sustainability with use of wind turbines; proposed components are nature-themed; a coastal package that will last; warranty for life; MBE certified; focused on safety and compliant with American Safety for Testing and Materials (ASTM).

Weaknesses include: Proposed solution includes catalog components that do not provide opportunities for site development, nor room for modifications; relevant examples and references for prior projects do not include materials that can be used to meet the City's vision for a natural playground.

The statement of qualifications does not meet the City's requirements.

Short-listing and Oral Presentations

The statements of qualifications were initially evaluated solely on the evaluation criteria established in the RFQ. The top three finalists were invited to make oral presentations before the evaluation committee for the purpose of clarifications and to ensure full understanding of the City's requirements. The presentations also enabled the committee to have a full understanding of the offerors' statements of qualifications and responses to requests for clarifications. Following the presentations, the evaluation committee ranked the SOQs as follows:

<table>
<thead>
<tr>
<th>Rank</th>
<th>Firm</th>
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<tbody>
<tr>
<td>1</td>
<td>Kompan, Inc.</td>
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<tr>
<td>2</td>
<td>Lema Construction and Developers, Inc.</td>
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<tr>
<td>3</td>
<td>Topline Recreation, Inc.</td>
</tr>
<tr>
<td>4</td>
<td>Playpower LT Farmington Inc.</td>
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</table>
Recommendation for Award

Kompan, Inc. has met the requirements for RFQ No. 6399 and was determined to be the most qualified firm, taking into consideration their approach and vision for a natural playground and the evaluation criteria set forth in the RFP.

Kompan, Inc. was selected for the following reasons:

- Their proposed design-build team included a local representative, a landscape architect and an installer
- Their experience in customized play equipment
- Their understanding of the site, project and need for a natural playground for all ages
- Their explanation of their proposed use of natural material and renewable products, which they presented
- Their proposed design that included possible use of natural colors, or water-based paints, while incorporating the natural elements that will allow for engagement by all ages.

Bryan Eichler, Chair

Barbara Stalbird, Committee Member

John Stockowski, Committee Member
City of St. Petersburg
Meeting Minutes
Procurement and Supply Management

Title: RFQ No. 6399 Design Build, Boyd Hill Natural Playground
Meeting Date: Thursday, July 27, 2017
Time: 9:00 a.m.
Place: Municipal Services Center, One 4th Street North, 5th Fl. Conference Room 500, St. Petersburg, FL

Agenda Item

1. Introductions
   a. Public Comments
   b. Florida’s Open Meeting Law – FS 286.011 [Karen Dewar]
   c. Prohibited Communication - AP #050100 [Karen Dewar]
   d. Chairperson Person (Bryan Eichler)

2. Evaluations of Proposals (Strengths and Weaknesses)
   a. Kompan, Inc
   b. Lema Construction & Developers Inc.
   c. Playpower LT Farmington Inc, c/o Playworx Playsets LLC
   d. Topline Recreation Inc.

3. Shortlist/Invite to make oral presentation

Discussion/Action Taken

Committee Members: Bryan Eichler, Barbara Stalbird; John Stockowski
Advisory Staff: Sharon Wright (absent); Karen Dewar; Jamie Beatty-Booth Design Group

No member of the public was present.

Motion by: Bryan Eichler to remove Topline from further consideration.
Seconded by: John Stockowski
Votes: Affirmatives (3)

Motion by: Bryan Eichler to remove Playpower from further consideration.
Seconded by: Barbara Stalbird
Votes: Affirmatives (3)

Motion by: Bryan Eichler to invite Kompan to present and respond to request for clarifications.
Seconded by: John Stockowski
Votes: Affirmatives (3)

Motion by: Bryan Eichler to invite Lema and their consultant Natural Playground to present and respond to request for clarifications.
Seconded by: Barbara Stalbird
Votes: Affirmatives (3)

Rev (8/16)
4. Clarifications/Questions

Action: Bryan to forward questions and items for clarification

5. Adjournment

Meeting adjourned at 10:55 a.m.
City of St. Petersburg  
**Meeting Minutes**  
Procurement and Supply Management  

**Title:**  RFQ No. 6399 Design Build, Boyd Hill Natural Playground  
**Meeting Date:**  Tuesday, August 15, 2017  
**Time:**  11:30 a.m.  
**Place:**  Municipal Services Center, One 4th Street North, 5th Fl.  
Conference Room 500, St. Petersburg, FL

<table>
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<tr>
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<th>Discussion/Action Taken</th>
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| 1. Introductions | Committee Members: Bryan Eichler, Barbara Stalbird; John Stockowski  
Advisory Staff: Karen Dewar; |
| a. Public Comments | |
| b. Florida's Open Meeting Law – FS 286.011 [Karen Dewar] | |
| c. Prohibited Communication - AP #050100 [Karen Dewar] | |
| 2. Evaluations of Proposals – Oral Presentations (Strengths and Weaknesses) - Bryan Eichler | Motion by: Bryan Eichler to rank Kompan #1; Lema #2. Previously removed Topline ranked #3 and Playpower #4.  
Seconded by: Barbara Stalbird  
Votes: Affirmatives (3) |
| a. Kompan, Inc | |
| b. Lema Construction & Developers Inc. | |
| 3. Rank | |
| 4. Clarifications/Questions | |
| 5. Recommendations | |
| 6. Adjournment/Dissolution of Committee | Committee dissolved at 11:20 a.m. |
City of St. Petersburg
Meeting Minutes
Procurement and Supply Management

Title: RFQ No. 6399 Design Build, Boyd Hill Natural Playground
Meeting Date: Tuesday, October 31, 2017
Time: 9:00 a.m.
Place: Municipal Services Center, One 4th Street North, 5th Fl.
Conference Room 500, St. Petersburg, FL

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<th>Agenda Item</th>
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<tbody>
<tr>
<td>1. Introductions</td>
<td>Committee Members: Bryan Eichler, Barbara Stalbird; John Stockowski Advisory Staff: Karen Dewar; Jamie Beatty-Booth Design Group</td>
</tr>
<tr>
<td>a. Public Comments</td>
<td>No member of the public was present.</td>
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<tr>
<td>b. Florida's Open Meeting Law – FS 286.011 [Karen Dewar]</td>
<td>Karen reconvened the committee to discuss Topline as the third ranked firm and to bring the process into compliance per CCNA.</td>
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<tr>
<td>c. Prohibited Communication - AP #050100 [Karen Dewar]</td>
<td>Motion by: Bryan Eichler to have Topline present and respond to questions. Seconded by: Barbara Stalbird Votes: Affirmatives (3)</td>
</tr>
<tr>
<td>2. Evaluations of Proposal – (Strengths and Weaknesses) - Bryan Eichler</td>
<td>Meeting adjourned at 9:18 a.m.</td>
</tr>
<tr>
<td>a. Kompan, Inc</td>
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<td>b. Lema Construction &amp; Developers Inc.</td>
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<tr>
<td>c. Topline Recreation, Inc.</td>
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<tr>
<td>d. Playpower LT Farmington Inc</td>
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<tr>
<td>3. Invite to make presentation – Topline Recreation, Inc.</td>
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<tr>
<td>4. Clarifications/Questions</td>
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<td>5. Recommendations</td>
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<td>6. Adjournment</td>
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City of St. Petersburg  
**Meeting Minutes**  
Procurement and Supply Management

<table>
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<tr>
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</table>
| 1. Introductions | Committee Members: Bryan Eichler, Barbara Stalbird; John Stockowski  
Advisory Staff: Karen Dewar; Jamie Beatty & Kelsey Riordan-Booth Design Group |
| | a. Public Comments  
b. Florida’s Open Meeting Law – FS 288.011 [Karen Dewar]  
c. Prohibited Communication - AP #050100 [Karen Dewar] |
| 2. Evaluations of Proposals – Oral Presentations (Strengths and Weaknesses) - Bryan Eichler | Motion by: Bryan Eichler to rank Kompan #1; Lema #2. Previously removed Topline ranked #3 and Playpower #4. Seconded by: Barbara Stalbird  
Votes: Affirmatives (3) |
| a. Kompan, Inc  
b. Lema Construction & Developers Inc.  
c. Topline Recreation, Inc.  
d. Playpower LT Farmington Inc |
| 3. Rank | Committee was dissolved at 10:25 a.m. |
| 4. Clarifications/Questions | |
| 5. Recommendations | |
| 6. Adjournment/Dissolution of Committee | |

RFQ No. 6399 Design Build, Boyd Hill Natural Playground  
Tuesday, October 31, 2017  
10:15 a.m.  
Municipal Services Center, One 4th Street North, 5th Fl.  
Conference Room 500, St. Petersburg, FL  
Rev (8/16)
RESOLUTION NO. 2017-__

A RESOLUTION APPROVING THE DESIGN-BUILD AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND KOMPAN, INC. ("KOMPAN") FOR KOMPAN TO PROVIDE DESIGN-BUILD SERVICES FOR A NATURAL-FEEL PLAYGROUND AT BOYD HILL NATURE PRESERVE IN AN AMOUNT NOT TO EXCEED $150,000 (ENGINEERING PROJECT NO. 17210-017; ORACLE NO. 15661); AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Procurement & Supply Management Department issued a Request for Qualifications ("RFQ") No. 6399 on April 17, 2017 for design-build services for the new Boyd Hill Natural Playground; and

WHEREAS, on May 25, 2017, the Procurement & Supply Management Department received four (4) statement of qualifications ("SOQ")s from (1) Kompan, Inc. ("Kompan"); (2) Lema Construction and Developers, Inc. ("Lema"); (3) Playpower LT Farmington Inc. ("Playpower"); and (4) Topline Recreation Inc. ("Topline") in response to the RFQ; and

WHEREAS, the selection committee (Bryan Eichler, Barbara Stalbird, and John Stockowski) shortlisted the firms of Kompan, Lema and Topline; and

WHEREAS, based on the presentations and SOQs submitted by the shortlisted firms, the selection committee deliberated in an open public meeting on October 31, 2017, and ranked Kompan as the most qualified to provide design-build services for the new Boyd Hill Natural Playground; and

WHEREAS, the City wishes to execute a design-build agreement with Kompan for Kompan to provide design-build services for the new Boyd Hill Natural Playground and Kompan wishes to accept such duties and responsibilities on all the terms and conditions set forth in the design-build agreement; and

WHEREAS, the Procurement & Supply Management Department in cooperation with the Parks and Recreation Department recommends approval of this resolution.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the Design-Build Agreement between the City of St. Petersburg, Florida and Kompan, Inc. ("Kompan") for Kompan to provide design-build services for a natural-feel playground at Boyd Hill Nature Preserve in an amount not to exceed $150,000 is hereby approved.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute all documents necessary to effectuate this transaction.

This resolution shall become effective immediately upon its adoption.

APPROVALS:

[Signature]
City Attorney (designee)
00347870
To: The Honorable Darden Rice, Chair, and Members of City Council

Subject: Accepting a proposal from R.C. Beach & Assoc., Inc., a sole source supplier, for reclaimed water pump services for the Water Resources Department, at a total cost of $138,295.

Explanation: The vendor will furnish and deliver one vertical turbine pump with start-up service and technical support to replace an existing pump at the SouthWest Water Reclamation Facility.

The new pump will be used to transfer water from the contact chambers to filters for backwash, or to effluent storage tanks for use in the City's reclaimed water system. This brand of pump has historically been used for a variety of applications and has proven to be reliable and operationally cost effective.

This vertical pump is a direct replacement of an existing pump that has passed its life expectancy of 15-20 years. In order to maintain consistency, a sole source procurement is recommended from the only authorized Weir/Floway pump supplier in this area.

The Procurement Department, in cooperation with the Water Resources Department, recommends for award:

R.C. Beach & Assoc. Inc. (Dunedin, FL.) ........................................ $138,295

This purchase is made in accordance with Section 2-249, Sole Source Procurement of the Procurement Code, which authorizes City Council to approve the purchase of a supply or service of over $100,000 without competitive bidding, if it has been determined that the supply or service is available from only one source.

Cost/Funding/Assessment Information: Funding has been previously appropriated in the Water Resources Capital Projects Fund (4003) WRF SW Replace/Rebuild Distribution Pumps FY18 Project (16402).

Attachments: Photo
Resolution

Approvals:

[Signature]
Administrative

[Signature]
Budget
A RESOLUTION DECLARING R.C. BEACH & ASSOC., INC. TO BE A SOLE SOURCE SUPPLIER FOR A VERTICAL TURBINE PUMP WITH START-UP SERVICE FOR THE WATER RESOURCES DEPARTMENT; ACCEPTING A PROPOSAL AND APPROVING THE PURCHASE OF ONE VERTICAL TURBINE PUMP WITH START-UP SERVICE FROM R.C. BEACH & ASSOC., INC. FOR THE WATER RESOURCES DEPARTMENT AT A TOTAL COST NOT TO EXCEED $138,295; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City wishes to purchase a vertical turbine pump with start-up services for the Water Resources Department; and

WHEREAS, R.C. Beach & Assoc., Inc. is the sole source provider because the current system utilized Weir pumps and R.C. Beach & Assoc., Inc. is the area's only authorized supplier of this brand of equipment; and

WHEREAS, Section 2-249 of the City Code provides for sole source procurement when a supply or service is available from only one source; and

WHEREAS, the Procurement and Supply Management Department, in cooperation with the Water Resources Department, recommends approval of the purchase of a vertical turbine pump from R.C. Beach & Assoc., Inc., as a sole source supplier; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that R.C. Beach & Assoc., Inc. is a sole source supplier for a vertical turbine pump with start-up service for the Water Resources Department.

BE IT FURTHER RESOLVED that a proposal is accepted and the purchase of a vertical turbine pump with start-up services from R.C. Beach & Assoc., Inc. for the Water Resources Department at a total cost not to exceed $138,295 is hereby approved.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute all documents necessary to effectuate this transaction.

This resolution shall become effective immediately upon its adoption.

Approved by:

City Attorney (Designee)

00347470
ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of November 20, 2017

SUBJECT: A resolution authorizing the Mayor, or his designee, to execute a five (5) year License Agreement with Pam Piper to fence a minor portion of a City-owned property located at approximately 5022 Parrish Lane, Safety Harbor, for the City’s 36-Inch Water Transmission Main for an annual fee of $50.00; and to execute all documents necessary to effectuate same; and providing an effective date.

EXPLANATION: Real Estate and Property Management Department ("REPM") received a request from Pam Piper to renew a five (5) year License Agreement to continue maintenance of fencing on a minor portion of City-owned property located at approximately 5022 Parrish Lane, Safety Harbor, Florida ("Property") for the City’s 36-inch Water Transmission Main, which is adjacent to her property located at 5024 Parrish Lane, Safety Harbor, Florida. The area Ms. Piper has been allowed to fence since 2007 does not contain the City’s water main and the fencing does not impede the City’s access to the property for City maintenance purposes. This is the second renewal of a standard license agreement that the Water Resources Department requested REPM to develop for uses related to the City’s transmission main properties.

The Property has dimensions of 109 ft. x 16 ft. is legally described as follows:

Approximately the North 16 feet of the West 110 feet of the East 120 feet of Lot 74, BRIDGEFORD ESTATES, as recorded in Plat Book 84, Pages 83 & 84, of the Public Records of Pinellas County, Florida.

Pinellas County Parcel I. D. No.: 27/28/16/11280/000/0740

The Licensee has executed a License Agreement ("Agreement") for a term of five (5) years, subject to City Council approval. The Licensee shall pay a use fee of $50.00 per year to the City for the entire term. Additionally, the Licensee shall maintain a $500,000 Personal and/or Premises Liability policy, protecting the City against all claims which may arise or be claimed on account of the Licensee’s use of the Property. The Licensee shall maintain the Property at its own cost and expense, remove the fence and deliver up the Property in good condition upon expiration of this Agreement.

RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his designee, to execute a five (5) year License Agreement with Pam Piper to fence a minor portion of a City-owned property located at approximately 5022 Parrish Lane, Safety Harbor, for the City’s 36-Inch Water Transmission Main for an annual fee of $50.00; and to execute all documents necessary to effectuate same; and providing an effective date.
COST/FUNDING/ASSESSMENT INFORMATION: N/A

ATTACHMENTS: Illustration and Resolution

APPROVALS: Administration: [Signature]

Budget: N/A

Legal: [Signature] (As to consistency w/attached legal documents)

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Resolution No. 2017 - ______

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A FIVE (5) YEAR LICENSE AGREEMENT WITH PAM PIPER TO FENCE A MINOR PORTION OF A CITY-OWNED PROPERTY LOCATED AT APPROXIMATELY 5022 PARRISH LANE, SAFETY HARBOR, FOR THE CITY'S 36-INCH WATER TRANSMISSION MAIN FOR AN ANNUAL FEE OF $50.00; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Pam Piper desires a license to continue maintenance of fencing on a minor portion of City-owned property located at approximately 5022 Parrish Lane, Safety Harbor, Florida ("Property") for the City's 36-inch Water Transmission Main, which is adjacent to her property located at 5024 Parrish Lane, Safety Harbor, Florida; and

WHEREAS, the area Ms. Piper has been allowed to fence since 2007 does not contain the City's water main and the fencing does not impede the City's access to the Property for City maintenance purposes; and

WHEREAS, this is the second renewal of a standard license agreement that the Water Resources Department requested REPM to develop for uses related to the City's transmission main properties; and

WHEREAS, the Property has dimensions of 109 ft. x 16 ft. is legally described as follows:

Approximately the North 16 feet of the West 110 feet of the East 120 feet of Lot 74, BRIDGEFORD ESTATES, as recorded in Plat Book 84, Pages 83 & 84, of the Public Records of Pinellas County, Florida.
Pinellas County Parcel I. D. No.: 27/28/16/11280/000/0740; and

WHEREAS, the proposed License Agreement ("Agreement") will be for a term of five (5) years, subject to City Council approval; and

WHEREAS, the Licensee shall pay a use fee of $50.00 per year to the City for the entire term; and

WHEREAS, the Licensee shall maintain a $500,000 Personal and/or Premises Liability policy, protecting the City against all claims which may arise or be claimed on account of the Licensee's use of the Property; and
WHEREAS, the Licensee shall maintain the Property at its own cost and expense, remove the fence and deliver up the Property in good condition upon expiration of this Agreement.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor, or his designee, is authorized to execute a five (5) year License Agreement with Pam Piper to fence a minor portion of a City-owned property located at approximately 5022 Parrish Lane, Safety Harbor, as legally described above, for the City's 36-Inch Water Transmission Main for an annual fee of $50.00; and to execute all documents necessary to effectuate same.

This Resolution shall become effective immediately upon its adoption.

LEGAL:

APPROVED BY:

City Attorney (Designee)

John E. Palenchar, Interim Director
Water Resources Department

Alfred G. Wendler, Acting Director
Real Estate and Property Management

11-06-2017
TO: The Honorable Darden Rice, Chair, and Members of City Council

SUBJECT: A Resolution authorizing the Mayor or his designee to execute a Local Agency Program Agreement between the City of St. Petersburg, Florida and the State of Florida Department of Transportation ("FDOT") for participation by FDOT in the design activities of the Treasure Island Causeway Project, Phase 2 ("Project") in an amount not to exceed $68,962 (FDOT Financial Project No. 415743 1 38 01); and providing an effective date.

EXPLANATION: The proposed agreement will provide Federal Highway grant funding through the FDOT's Local Agency Program for the design phase work for the Treasure Island Causeway Project, Phase 2. This trail segment will provide the final permanent connection to the Trail currently under construction between the existing Pinellas Trail at 2nd Avenue North, east of 72nd Street.

The scope of work includes the design activities of Treasure Island Causeway Phase 2 from west of Causeway Boulevard North to east of Causeway Boulevard North. The project consists of design of a 10-foot wide shared use path with a concrete pavement along the north side of Central Avenue from west end of Causeway Boulevard North to the east end of Causeway Boulevard North.

This project will be developed under FDOT's Local Agency Program (LAP). The City received updated LAP certification in April 25, 2017 to provide design, bid/award, and construction oversight services for federally funded projects within City limits. The LAP Agreement provides for estimated design costs of $68,962. Project costs for City staff will be borne initially by the City, and the City will recoup all related project costs from FDOT. Upon completion of the design phase, a separate LAP Agreement will be provided by FDOT for construction phase funding for this Project.

This project will be performed in accordance with all applicable FDOT procedures, guidelines, manuals, standards, and directives as described in the FDOT LAP Manual.

RECOMMENDATION: Administration recommends that City Council approve the attached Resolution authorizing the Mayor or his designee to execute a Local Agency Program Agreement between the City of St. Petersburg, Florida and the State of Florida Department of Transportation ("FDOT") for participation by FDOT in the design activities of the Treasure Island Causeway Project, Phase 2 ("Project") in an amount not to exceed $68,962 (FDOT Financial Project No. 415743 1 38 01).

COST/FUNDING/ASSESSMENT INFORMATION: Funds have been previously appropriated in the Bicycle/Pedestrian Safety Grants CIP Fund (3004), Treasure Island Trail Phase II Project (16148) (FDOT Financial Project No. 415743 2 38 01) (ECID Project No. 18039-112).

ATTACHMENTS: Map, Resolution

APPROVALS: [Signature] Administrative [Signature] Budget
RESOLUTION NO. 2017

RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE A LOCAL AGENCY PROGRAM AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA, AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ("FDOT") FOR PARTICIPATION BY FDOT IN THE DESIGN ACTIVITIES OF THE TREASURE ISLAND CAUSEWAY PROJECT, PHASE 2 IN AN AMOUNT NOT TO EXCEED $68,962 (FDOT FINANCIAL PROJECT NO. 415743 1 38 01); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation ("FDOT") has agreed to participate in the design activities of the Treasure Island Causeway Trail Project, Phase 2 ("Project"); and

WHEREAS, as a requirement for FDOT's participation in the Project, the City of St. Petersburg, Florida ("City") must enter into a Local Agency Program Agreement setting forth the obligations of FDOT and the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is authorized to execute a Local Agency Program Agreement between the City of St. Petersburg, Florida and the State of Florida Department of Transportation ("FDOT") for participation by FDOT in the design activities of the Treasure Island Causeway Project, Phase 2 in an amount not to exceed $68,962 (FDOT Financial Project No. 415743 1 38 01).

This resolution shall become effective immediately upon its adoption.

Approved by:

[Signature]
Legal Department
By: (City Attorney or Designee)
348358

Approved by:

[Signature]
Brijesh Prayman, P.E. SP ENV
Engineering & CIP Director
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

1. Authority: The Agency, by Resolution No. _______ dated the ______ day of ______, 2017, a copy of which is attached as Exhibit "F" and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section 339.12, Florida Statutes, to enter into this Agreement.

2. Purpose of Agreement: The purpose of this Agreement is to provide for the Department's participation in the design activities of Treasure Island Causeway phase 2 from west of Causeway Boulevard North to east of Causeway Boulevard North, as further described in Exhibit "A", Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

3. Term of Agreement: The Agency agrees to complete the Project on or before 3/15/2019. If the Agency does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

4. Project Cost:

A. The total cost of the Project is $68,962.00. This amount is based upon the schedule of funding in Exhibit "B", Schedule of Funding attached to and incorporated in this Agreement. The Agency agrees to bear all expenses in excess of the total cost of the Project and any deficits involved. The schedule of funding may be modified by mutual agreement as provided for in paragraph 5.1.

B. The Department agrees to participate in the Project cost up to the maximum amount of $68,962.00 and as more fully described in Exhibit "B". This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation.

C. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

   i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

   ii. Availability of funds as stated in subparagraphs 5.L. and 5.M. of this Agreement;
iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement, and

iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. Requisitions and Payments:

A. The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit "A".

B. Invoices shall be submitted by the Agency in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A". Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.

C. The Agency shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Agency or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

D. Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit "A" was met.

E. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.

F. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the Agency resolves the deficiency. If the deficiency is subsequently resolved, the Agency may bill the Department for the retained amount during the next billing period. If the Agency is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.

G. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay.
in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

H. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

I. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Agency. The Agency acknowledges and agrees that funding for this project may be reduced upon determination of the agency's contract award amount. If revised, a copy of the Supplemental Agreement shall be forwarded to the Department's Comptroller. No increase or decrease shall be effective unless it complies with fund participation requirements of this Agreement and is approved by the Department's Comptroller.

J. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

K. The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

L. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

M. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."
6. **Department Payment Obligations:** Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Agency pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

A. The Agency shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;

B. There is any pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;

C. The Agency shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;

D. There has been any violation of the conflict of interest provisions contained in paragraph 16.J.; or

E. The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in Exhibit "B" for the Project, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7. **General Requirements:** The Agency shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Agency Program Manual, which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

A. A full time employee of the Agency, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:

i. Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;

ii. Maintains familiarity of day to day Project operations, including Project safety issues;

iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;

iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;

v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;

vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;
B. Once the Department issues the NTP for the Project, the Agency shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Agency fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the “FHWA” removing any unbilled funding or the loss of State appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Agency will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Agency waives the right to contest such removal of funds by the Department, if the removal is related to FHWA’s withdrawal of funds or if the removal is related to the loss of State appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Agency for future LAP Projects. No cost may be incurred under this Agreement until after the Agency has received a written NTP from the Department. The Agency agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Agency is not able to meet the scheduled advertisement, the District LAP Administrator should be notified as soon as possible.

C. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Agency, and the Project is off the state highway system, then the Department will have to request repayment for the previously billed amounts from the Agency. No state funds can be used on off-system projects, unless authorized pursuant to Exhibit “G”, State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.

D. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Agency to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.

E. The Agency shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Agency to provide the necessary funds for completion of the Project.

F. The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Agency shall use the Department’s Local Agency Program Information Tool and applicable information systems as required.

G. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and State laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists. Federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Agency shall promptly reimburse the Department for all such amounts within 90 days of written notice.

H. For any project requiring additional right-of-way, the Agency must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.
8. Audit Reports: The administration of resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any State agency inspector general, the State of Florida Auditor General, or any other State official. The Agency shall comply with all audit and audit reporting requirements as specified below.

A. In addition to reviews of audits conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.

B. The Agency, a non-federal entity as defined by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as defined by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Agency expends a total amount of federal awards equal to or in excess of the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Agency must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with the provisions of 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014. Exhibit "1", Federal Financial Assistance (Single Audit Act) to this Agreement provides the required federal award identification information needed by the Agency to further comply with the requirements of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and the requirements of 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014. In determining federal awards expended in a fiscal year, the Agency must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014. An audit conducted by the State of Florida Auditor General in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, will meet the requirements of this part.

ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as provided in 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014.

iii. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, in federal awards, the Agency is exempt from federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold
established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from the Agency's resources obtained from other than federal entities).

iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at https://harvester.census.gov/facweb/ the audit reporting package as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
5. Withhold further federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this federal award, the Agency shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to Agency's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

C. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, the CFO or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

9. Termination or Suspension of Project: The Department may, by written notice to the Agency, suspend any or all of the Agency's obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected or the Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

A. If the Department determines that the performance of the Agency is not satisfactory, the Department shall notify the Agency of the deficiency in writing with a requirement that the deficiency be corrected within thirty (30) days of such notice. Such notice shall provide reasonable specificity to the Agency of the deficiency that requires correction. If the deficiency is not corrected within such time period, the Department may either (1) immediately terminate the Agreement as set forth in paragraph 9.B. below, or (2) take whatever action is deemed appropriate by the Department to correct the deficiency. In the event the Department chooses to take action and not terminate the Agreement, the Agency shall, upon demand, promptly reimburse the Department for any and all costs and expenses incurred by the Department in correcting the deficiency.

B. If the Department terminates the Agreement, the Department shall notify the Agency of such termination in writing, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

C. If the Agreement is terminated before the Project is completed, the Agency shall be paid only for the percentage of the Project satisfactorily performed for which costs can be substantiated. Such payment, however, shall not exceed the equivalent percentage of the contract price. All work in progress on Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

D. The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement unless the records are exempt.

E. Upon receipt of any final termination or suspension notice under this paragraph 9., the Agency shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following: (a) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; or (b) furnish a statement of the Project activities and contracts and other undertakings the cost of which are otherwise includable as Project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and cost as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and estimate within a reasonable time. The closing out of federal financial participation in the Project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.
10. Contracts of the Agency:

A. Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

B. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Agency will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Agency shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.

C. The Agency shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Agency shall comply with the provisions in the FHWA-1273 form as set forth in Exhibit "C", FHWA 1273 attached to and incorporated in this Agreement. The Agency shall include FHWA-1273 in all contracts with consultants and contractors performing work on the Project.

11. Disadvantaged Business Enterprise (DBE) Policy and Obligation: It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Agency and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

12. Compliance with Conditions and Laws: The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Agency is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

13. Performance Evaluations: Agencies are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Agency's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Agency no more than 30 days after final acceptance.

A. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Agency failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Agency developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Agency developed the Project in accordance with applicable federal and state regulations, standards and procedures, without District involvement/oversight.
B. The District will determine which functions can be further delegated to Agencies that continuously earn Satisfactory and Above Satisfactory evaluations.

14. Restrictions, Prohibitions, Controls, and Labor Provisions: During the performance of this Agreement, the Agency agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

A. The Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto. The Agency shall include the attached Exhibit "E", Title VI Assurances in all contracts with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

B. The Agency will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and assurance by the Agency pursuant thereto.

C. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

D. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

E. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

F. Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Agency or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract or arrangement. The Agency shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Agency or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.
15. Indemnification and Insurance:

A. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors, or consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor shall indemnify and hold harmless the Agency, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor and persons employed or utilized by the contractor in the performance of this Contract."

This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity.

To the fullest extent permitted by law, the Agency's consultant shall indemnify and hold harmless the Agency, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the consultant and persons employed or utilized by the consultant in the performance of this Contract.

This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity."

B. The Agency shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Agency shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Agency shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

16. Miscellaneous Provisions:

A. The Agency will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Agency will be responsible for securing any applicable permits. The Agency shall include in all contracts and subcontracts for amounts in excess of $150,000, a
provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

B. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

C. In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

D. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

E. By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

F. Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

G. In the event that this Agreement involves constructing and equipping of facilities, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Agency a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.

H. Upon completion of right-of-way activities on the Project, the Agency must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

I. The Agency will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Agency's facility, adequate title is in the Agency's name, and the Project is accepted by the Agency as suitable for the intended purpose.

J. The Agency agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federally-appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Agency shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts,
subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

K. The Agency may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.

L. The Agency agrees to maintain any project not on the State Highway System constructed under this Agreement. If the Agency constructs any improvement on Department right-of-way, the Agency will not maintain the improvements made for their useful life.

M. The Agency shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Agency and FHWA requires reimbursement of the funds, the Agency will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.

N. The Agency:
   i. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Agency during the term of the contract; and
   ii. shall expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

O. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

P. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(6), Florida Statutes.

Q. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.

R. Exhibits
   i. Exhibit "A", Project Description and Responsibilities, is attached and incorporated into this Agreement.
   ii. Exhibit "B", Schedule of Funding, is attached and incorporated into this Agreement.
   iii. If this Project includes Phase 58 (construction) activities, then Exhibit "C", FHWA FORM 1273, is attached and incorporated into this Agreement.
   iv. An Alternative Pay Method is used on this Project. If an alternative Pay Method is used on this Project, then Exhibit "D", Alternative Pay Method, is attached and incorporated into this Agreement.
   v. Exhibit "E", Title VI Assurances is attached and incorporated into this Agreement.
   vi. Exhibit "F", the Agency Resolution authorizing entry into this Agreement, is attached and incorporated into this Agreement.
vii. ☐ State Funds are used on this Project. If State Funds are used on this Project, then Exhibit "G", State Funds Addendum, is attached and incorporated into this Agreement.

viii. ☐ This Project is located off the State Highway System and includes funding for landscaping. If this Project is located off the State Highway System and includes funding for landscaping, then Exhibit "L" is attached and incorporated into this Agreement.

ix. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then Exhibit "R" is attached and incorporated into this Agreement.

x. ☐ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, Exhibit "RL" is attached and incorporated into this Agreement.

xi. ☐ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, Exhibit "T" is attached and incorporated into this Agreement.

xii. Exhibit "1", Federal Financial Assistance (Single Audit Act) is attached and incorporated into this Agreement.

xiii. ☐ State Funds are used on this Project. If State Funds are used on this Project, then Exhibit "2", State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.

The remainder of this page intentionally left blank.
IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

AGENCY City of St. Petersburg

By: Name: Brejesh Prayman, P.E., ENV SP
Title: Engineering & Capital Improvements Director

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: Name: William B. Jones, P.E.
Title: Director of Transportation Development

Legal Review:
EXHIBIT 1

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

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FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

2 CFR Part 200 — Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
http://www.ecfr.gov/

OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations
http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf

OMB Circular A-133 Compliance Supplement 2014
http://www.whitehouse.gov/omb/circulars/a133_compliance_supplement_2014

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

OMB Circular A-87 (Revised), Cost Principles for State, Local and Indian Tribal Governments
http://www.whitehouse.gov/omb/circulars_a087_2004/

OMB Circular A-102, Grants and Cooperative Agreements with State and Local Governments
http://www.whitehouse.gov/omb/circulars_a102/

Title 23 – Highways, United States Code
http://uscode.house.gov/browse/prelim@title23&edition=prelim

Title 49 – Transportation, United States Code
http://uscode.house.gov/browse/prelim@title49&edition=prelim

Map-21 – Moving Ahead for Progress in the 21st Century, Public Law 112-141

Federal Highway Administration – Florida Division
http://www.fhwa.dot.gov/fldiv/

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
https://www.fsrs.gov/
EXHIBIT “A”

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 415743 2 38 01

This exhibit forms an integral part of the Local Agency Program Agreement between the State of Florida, Department of Transportation and St. Petersburg, date

PROJECT LOCATION:

☐ The project is on the National Highway System.

☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: total length 0.460 miles

PROJECT DESCRIPTION: The project includes the design activities of Treasure Island Causeway Phase 2 from west of Causeway Boulevard North to east of Causeway Boulevard North. The project consists of design of a 10 foot wide shared use path with a 6" concrete pavement along the north side of Central Avenue from west end of Causeway Boulevard North to the east end of Causeway Boulevard North.

SPECIAL CONSIDERATIONS BY AGENCY:

The audit report(s) required in the Agreement shall include a Schedule of Project Assistance that will reflect the Department's contract number, the Financial Project Number (FPN), the Federal Authorization Number (FAN), where applicable, the amount of state funding action (receipt and disbursement of funds), any federal or local funding action, and the funding action from any other source with respect to the project.

For projects off the State Highway System, the Agency will submit design plans for review and approval at 60%, 100% and final. For projects on the State Highway System, the Agency will submit design plans for all project phases. The Agency will not begin the construction phase until the Department has reviewed, approved plans and issued a Notice to Proceed. Construction related activities, including project advertisement, conducted prior to Notice to Proceed will not be reimbursed and may render the entire project ineligible for federal funding.

At 100% plans submittal, the Agency will submit to the Department the project Bid Package to include Specifications, updated construction estimate, draft construction contract, completed Construction checklist and the Agency's Certification Clear Package. All above items must be reviewed, approved and a Notice to Proceed must be issued by the Department prior to any construction related activities, including project advertisement. Construction related activities conducted prior to Notice to Proceed will not be reimbursed and may render the entire project ineligible for federal funding. The Certification Clear Package must include the following items completed and signed by the authorized Agency representative:

1. Type 1 Categorical Exclusion Checklist
2. Contamination Clearance Form
3. Right of Way Certification Form
4. Rail Clear Letter
5. Permits Clear Letter
6. Utilities Clear/Coordinated Letter

Off the State Highway System (Off-System) LAP construction projects must be administered in accordance with either Local Agency Specifications that have been approved by the Department; the pre-approved FDOT LAP ("Big Four")
EXHIBIT “A”

PROJECT DESCRIPTION AND RESPONSIBILITIES

Specifications; or Divisions II and III of the FDOT Standard Specifications for Road and Bridge Construction and implemented modifications in accordance with the LAP Manual. The Agency will be responsible for all project level inspection and verification testing.

On the State Highway System (On-System) LAP construction projects must be administered in accordance with the FDOT Construction Project Administration Manual (Topic no. 700-000-000). Materials will be inspected in accordance with the FDOT Sampling Testing and Reporting Guide by Material Description and the FDOT Materials Manual (Topic No. 675-000-000). Divisions II and III of the FDOT Standard Specifications for Road and Bridge Construction and implemented modifications must be used in accordance with the LAP Manual. The Agency will be responsible for all project level inspection, verification testing, and assuring all data are entered into Materials Acceptance and Certification System (MAC). In addition, the following Off the State Highway System (Off-System) and Off the National Highway System projects will be administered as above: all bridge projects; box culverts; and all projects with a construction value of $10 million or more.

The Agency will be responsible for documenting to the Department that the project, as designed, qualifies as what type of Type 1 CE project per FDOT’s PD&E Manual. This documentation must be approved by the FDOT prior to any construction related activity, including advertisement.

The Agency shall be responsible for identification and remediation of any hazardous materials and contamination encountered while implementing the project.

The Agency will submit to the Department a copy of the signed bid contract upon execution of the document.

No construction staging nor stockpiling shall take place in any publicly owned park property nor interfere with park access or park activities.

The Agency will provide progress billing invoices with appropriate back-up documentation to the Department on a quarterly basis or sooner.

The Agency will process a Project Closeout Package at project completion in accordance with the Local Agency Program Manual for Federal Aid Projects (Department Procedure: 525-010-300). The package must include the approved Final Inspection and Acceptance form, LAP Record of Final Plans and Documentation form (52501047), and the Closeout Cover Memo. The close out package must be uploaded into the Local Agency Program Information Tool database, LAPIT. This process must be completed and accepted by the Department prior to payment of the project Final Invoice.

CEI and material testing that requires the hiring of a consultant: The Agency will submit and comply with the requirements of the LAP Checklist for Federally Funded Professional Services Contract (Form No. 525-010-49). The Department must review and concur with the process prior to award of the CEI contract. Upon execution of the contract, the agency will submit a copy of the signed document to the Department.

For projects that have participating and non-participating items, the local agency must submit a spreadsheet that depicts the federal participating and non-participating construction items with costs to account for the separate federal and local funds expenditures on all invoices submitted for the project.

Local Agency Program Information Tool (LAPIT): LAPIT is a repository for all LAP project documents. Upon receipt of the Notice to Proceed on a project phase, the Local Agency will be responsible for uploading the appropriate project documents into LAPIT before an invoice can be paid. The efficient management of Local Agency contracts is important to LAPIT’s main goal of improving communication between the Local Agency and FDOT.

The Agency shall commence the project’s activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

a) Study to be completed by
EXHIBIT “A”

PROJECT DESCRIPTION AND RESPONSIBILITIES

b) Design to be completed by March 15, 2019.
c) Right-of-Way requirements identified and provided to the Department by February 15, 2019.
d) Right-of-Way to be certified by February 28, 2019.

If this schedule cannot be met, the Agency will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of federal funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT: The Department will issue Notice to Proceed to the Agency after final execution of this agreement.

Upon receipt of an invoice, the Department will have twenty (20) working days to review and approve the goods and services submitted for payment.
### SCHEDULE OF FUNDING

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<th>TYPE OF WORK By Fiscal Year</th>
<th>(1) TOTAL PROJECT FUNDS</th>
<th>(2) LOCAL FUNDS</th>
<th>(3) STATE FUNDS</th>
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<td>68,962.00</td>
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</table>

The Department's fiscal year begins on July 1. For this project, funds are not projected to be available until after the 1st of July of each fiscal year. The Department will notify the Agency, in writing, when funds are available.
Exhibit "E"

TITLE VI ASSURANCES

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

(1.) Compliance with REGULATIONS: The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this contract.

(2.) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the contract covers a program set forth in Appendix B of the REGULATIONS.

(3.) Solicitations for Sub-contractors, including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the REGULATIONS relative to nondiscrimination on the basis of race, color, national origin, or sex.

(4.) Information and Reports: The contractor shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Florida Department of Transportation or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Florida Department of Transportation, or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

(5.) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or
Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

a. withholding of payments to the contractor under the contract until the contractor complies, and/or
b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the Florida Department of Transportation or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-203), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities. (20 U.S.C. 1681 et seq).
EXHIBIT "F"

AGENCY RESOLUTION

The agency Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.
Legend
- Proposed Trail
- Existing Trail

Project Location Map
Treasure Island Causeway Trail - Phase II
FPN 415743-2  Project No. 18039-112

11/2/2017
Document P:\AGIS\2018\ENG\18039-112 Treasure Island Trail Phase II.mxd

ENGINEERING AND CAPITAL IMPROVEMENTS DEPARTMENT
CITY of ST PETERSBURG
www.stpetes.org
To: The Honorable Darden Rice, Chair, and Members of City Council

SUBJECT: Authorizing the Mayor or his designee to execute Amendment No. 2 to Task Order No. 12-04-LWES/GC (“Task Order”) to the architect/engineering agreement dated July 23, 2014 between the City of St. Petersburg (“City”) and Land & Water Engineering Science, Inc. (“A/E”) for A/E to provide construction phase services for the Oak Street Stormwater Drainage Improvements Project in an amount not to exceed $19,769, providing that the total Task Order, as amended, shall not exceed $211,888. (Engineering Project No. 15046-110; Oracle No. 14640, 14923 & 15632), and providing an effective date.

EXPLANATION: On July 12, 2012, the City Council approved a Master Agreement with the professional consulting engineering firm of Land & Water Engineering Science, Inc. (“A/E”) for engineering services related to the design and construction of Stormwater Management, Transportation and Bridge Improvements Projects (modified on July 23, 2014).

On January 12, 2015, Administration approved Task Order 12-04-LWES/GC in the amount not to exceed $31,588 to conduct preliminary engineering planning services for Oak Street NE. A preliminary engineering study of Oak Street NE by A/E has resulted in an engineering report dated March, 2015. This study looked at the drainage from Oak Street NE to the south under Gandy Boulevard and to the north towards Tampa Bay. The report provides recommendations for improvements to Oak Street NE, Gandy Boulevard structures and the drainage connection to the north to alleviate flooding at Oak Street NE and Gandy Boulevard.

On September 3, 2015, City Council approved Amendment No. 1 to Task Order No. 12-04-LWES/GC in the amount of $160,530.72 to provide professional engineering services including detailed site investigations, geotechnical services, surveying, modeling updates, preparation of permit applications, plans, specifications, bid documents, and cost estimates for Storm Drainage Improvements along Oak Street NE from Gandy Boulevard to 112th Avenue North and to drainage ditches north of Oak Street NE.

Amendment No. 3 to Task Order 12-04-LWES/GC in the amount of $19,769 provides for engineering design and construction services to assist with the construction of the Oak Street NE SDI. Services include design changes to the parking access for an adjacent business, review of stormwater shop drawings and design services and construction administration to assure compliance with FDOT permits.

Task Order No. 12-04-LWES/GC includes the following phases and associated not to exceed costs respectively:

<table>
<thead>
<tr>
<th>Phase</th>
<th>Cost</th>
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<tbody>
<tr>
<td>Preliminary Engineering Study (Approved)</td>
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<tr>
<td>Design and Bidding Phase Services (Approved)</td>
<td>$160,530.72</td>
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<tr>
<td>Construction Phase Services (New)</td>
<td>$19,769.00</td>
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<tr>
<td>Revised Total A/E fees</td>
<td>$211,887.72</td>
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</tbody>
</table>
Pinellas County has provided an Interlocal Agreement to jointly fund the construction of the Oak Street NE drainage improvements in the shared drainage basin north of Gandy Boulevard.

Contractor costs for the improvements will be provided to Council for approval as a separate Agreement.

RECOMMENDATION: Administration recommends authorizing the Mayor or his designee to execute Amendment 2 to Task Order No. 12-4-LWES/GC to the agreement between the City of St. Petersburg and Land & Water Engineering Science, Inc. (“A/E”) in the amount of $19,769 for engineering design services pertaining to the Oak Street NE Stormwater Drainage Improvements, for a total amount not to exceed $211,888. (Engineering Project No. 15046-110; Oracle Nos. 14640, 14923 & 15632)

COST/FUNDING/ASSESSMENT INFORMATION: Funds have been previously appropriated in the Stormwater Drainage Capital Projects Fund (4013), Minor Storm Drainage FY15 Project (14640), Gandy Blvd & Oak Street NE SDI Project (14923) and Gandy Blvd & Oak Street NE SDI Project (15632).

ATTACHMENTS: Resolution

APPROVALS: By: [Signature] Administrative for CT

[Signature]
Budget
RESOLUTION NO. 2017

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AMENDMENT NO. 2 TO TASK ORDER NO. 12-04-LWES/GC ("TASK ORDER"), AS AMENDED TO THE ARCHITECT/ENGINEERING AGREEMENT DATED JULY 23, 2014 BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA ("CITY") AND LAND & WATER ENGINEERING SCIENCE, INC. ("A/E") FOR A/E TO PROVIDE CONSTRUCTION PHASE SERVICES FOR THE OAK STREET STORMWATER DRAINAGE IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED $19,769; PROVIDING THAT THE TOTAL TASK ORDER, AS AMENDED, SHALL NOT EXCEED $211,888. (ENGINEERING PROJECT NO. 15046-110; ORACLE NOS. 14640, 14923 & 15632), AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida ("City") and Land & Water Engineering Services, Inc. ("A/E") entered into an architect/engineering agreement on July 23, 2014 for A/E to provide miscellaneous professional services for Stormwater Management, Transportation and Bridge Improvements Projects; and

WHEREAS, on January 12, 2015, Administration issued Task Order No. 12-04-LWES/GC ("Task Order") for A/E to conduct preliminary engineering planning services for the Oak Street Drainage Improvements Project in an amount not to exceed $31,588; and

WHEREAS, on September 25, 2015, City Council approved Amendment No. 1 to the Task Order for A/E to provide professional engineering services to include design and bidding phase services for the Oak Street Stormwater Drainage Improvements Project in an amount not to exceed $160,530; and

WHEREAS, Administration desires to issue Amendment No. 2 to the Task Order (as amended) for A/E to provide construction phase services for the Oak Street Stormwater Drainage Improvements Project in an amount not to exceed $19,769.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is authorized to execute Amendment No. 2 to Task Order No. 12-04-LWES/GC ("Task Order"), as amended to the architect/engineering agreement dated July 23, 2014 between the City of St. Petersburg, Florida ("City") and Land & Water Engineering Science, Inc. ("A/E") for A/E to provide construction phase services for the Oak Street Stormwater Drainage Improvements Project in an amount not to exceed $19,769.

BE IT FURTHER RESOLVED that the total Task Order, as amended, shall not exceed $211,888.
This resolution shall become effective immediately upon its adoption.

Approved by:

[Signature]

Legal Department
By: (City Attorney or Designee)
00348133

Approved by:

[Signature]

Bhesh Prayman
P.E., SP ENV
Engineering & CIP Director
This Amendment No. 2 to Task Order No: 12-04-LWES/GC is made and entered into this day of ____________, 201__, pursuant to the ARCHITECT/ENGINEERING AGREEMENT FOR MISCELLANEOUS PROFESSIONAL SERVICES FOR STORMWATER MANAGEMENT, TRANSPORTATION & BRIDGE IMPROVEMENT PROJECTS dated July 7, 2014 ("Agreement") between Land and Water Engineering Science, Inc. ("A/E"), and the City of St. Petersburg, Florida ("City"), and upon execution shall become a part of the Agreement.

I. DESCRIPTION OF PROJECT

Oak Street and adjoining properties to the north between Gandy Boulevard (SR 694) and NE 105th Terrace experience regular flooding during storm events.

The A/E was retained to evaluate flooding conditions and design proposed improvements for the roadway segment, and the design task was conducted under Amendment No. 1 for the above referenced Task Order.

This Amendment No. 2, will modify the Task Order's Scope of Services, Schedule and Fee as follows:

- Design Coordination with FDOT for transportation improvements and roadway permitting.
- Construction administration for improvements within Gandy Boulevard, ensure compliance with FDOT permit conditions and final certification.
- Design services and modification to address offsite parking requirements for Barney's Motorcycle and Marine Facility.

II. SCOPE OF SERVICES

Task 7: Construction Administration to Meet FDOT Roadway Permitting Conditions and Ensure Compliance

A/E will conduct construction administration services, conduct shop drawings and testing result reviews submitted by contractor, ensure project meeting FDOT compliance for construction; conduct site visits for observation, and certify construction plans to FDOT. (This task is separate from work to be conducted under Task 8 limited to improvements within Oak Street rights-of-way.)

Task 8: Design of Offsite Parking and Access

A/E will update the Final Construction Plans to include parking access and parking spaces. Revisions will be conducted on new construction drawings to be provided to City and Contractor.
III. SCHEDULE

- RAI's and Shop drawings to be delivered within 3 business days from submittal.
- Site visits within 48 hours from notification.
- Final certification to FDOT within 5 days from receipt of all as-built data.
- Plans for offsite parking and Access within 10 business days from NTP.

IV. A/E'S RESPONSIBILITIES

The A/E shall perform the tasks outlined in the Additional Scope of Services.

V. CITY'S RESPONSIBILITIES

Oversight of construction management and as-built survey data.

VI. DELIVERABLES

- Respond to RFI's.
- Shop drawing reviews and final certification for FDOT.
- Plans amendment for offsite parking.

VII. A/E'S COMPENSATION

The A/E was authorized the lump sum amount of $31,588.00 for the original Task Order.
Amendment No. 1, approved by City Council on September 3, 2015, authorized the A/E an additional lump sum amount of $160,530.72.

For Amendment No. 2, Tasks 7, and 8 the City shall compensate the A/E the lump sum amount of $19,718.18, per Appendix A.

The total Task Order amount including Amendment Nos. 1 and 2 shall not exceed $211,836.88.

VIII. PROJECT TEAM

Land & Water Engineering Science, Inc.

IX. MISCELLANEOUS

In the event of a conflict between this Amendment No. 2 to Task Order No. 12-04-LWES/GC and the Agreement, the Agreement shall prevail.
IN WITNESS WHEREOF the Parties have caused this Amendment No. 2 to Task Order No. 12-04-LWES/GC to be executed by their duly authorized representatives on the day and date first above written.

ATTEST

By: ________________________________
   Chandrahasa Srinivasa
   City Clerk

(SEAL)

CITY OF ST. PETERSBURG, FLORIDA

By: __________________________________
   Brejesh Prayman, P.E., ENV SP, Director
   Engineering & Capital Improvements

DATE: ______________________________

APPROVED AS TO FORM FOR CONSISTENCY WITH THE STANDARD TASK ORDER.
NO OPINION OR APPROVAL OF THE SCOPE OF SERVICES IS BEING RENDERED BY THE CITY ATTORNEY'S OFFICE

By: ________________________________
   City Attorney (Designee)

Land & Water Engineering Science, Inc.
(Company Name)

By: ________________________________
   (Signature)
   Dikran Kalaydjian, Principal
   (Printed Name and Title)

Date: 10/24/17

WITNESSES:

By: ________________________________
   (Signature)
   Kimberly Kalaydjian
   (Printed Name)

By: ________________________________
   (Signature)
   Gordon Untemuth
   (Printed Name)
### APPENDIX A

**Work Task Breakdown**

**City of St. Petersburg**

**Oak Street Stormwater Drainage Improvements Project**

**Project No. 15046-110**

### I. Manpower Estimate: All Tasks

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<th>Direct Labor Rates Classifications</th>
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### II. Fee Calculation

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### III. Fee Limit

- **Cost:** $19,718.16
- **Allowance:** $0.00
- **Total:** $19,718.16

### IV. Notes:

1. Rate x overhead + profit (per contract).
2. Includes expenses for: N/A
3. Includes 5 percent markup of SUBCONSULTANT (per contract).
4. Allowance to be used only upon City's written authorization.
TO: The Honorable Darden Rice, Chair, and City Councilmembers

FROM: Brejesh Prayman, P.E., ENV SP, Director
Engineering & Capital Improvements Department

RE: Consultant Selection Information
Firm: Land & Water Engineering Science, Inc.
Task Order No. 12-04-LWES/GC in the amount of $211,887.72

This memorandum is to provide information pursuant to City Council Policy and Procedures Manual, Chapter 3, Section I(F.) for agenda package information.

1. Summary of Reasons for Selection

The project involves construction phase services and FDOT certification for the Oak Street Stormwater Drainage Improvements.

Land & Water Engineering Science, Inc. has satisfactorily completed preliminary analysis and design phase services for the Oak Street Stormwater Drainage Improvements. This work is a continuation of the design phase as the Project enters the construction phase.

Land & Water Engineering Science, Inc. has satisfactorily completed similar work under previous A/E Annual Master Agreements in 2012, and is familiar with the City Standards.

Land & Water Engineering Science, Inc. has significant experience in the design, permitting and construction phase activities of stormwater infrastructure.

This is the forth Task Order of eight issued under the 2012 Master Agreement.

2. Transaction Report listing current work – See Attachment A
## ATTACHMENT A

Transaction Report
for
Land & Water Engineering Science, Inc.
Miscellaneous Professional Services for Management, Transportation and Bridge Improvement Projects
A/E Agreement Effective - July 14, 2014
A/E Agreement Expiration - July 12, 2016

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<tr>
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<td>11023-110</td>
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Total: 446,766.72

Edited: 10/17/2017
TO: The Honorable Darden Rice, Chair, and Members of City Council

SUBJECT: A resolution authorizing the Mayor or his designee to execute Revision No. 1 to Task Order No. 14-01-URS/LA (“Task Order”) to the Architect/Engineering Agreement dated July 9, 2014 between the City of St. Petersburg, Florida (“City”) and AECOM (formerly, URS Corporate Southern) to use the allowance in the amount of $4,000 for irrigation plans for the I-275 Underpass at 22nd Street South Project for a total Task Order not to exceed $59,866.29 (Engineering Project No. 16032-119; Oracle No. 14609).

EXPLANATION: The City of St. Petersburg, Florida (“City”) and URS Corporate Southern (“URS”) entered into an architect/engineering agreement on July 9, 2014 for miscellaneous professional services for Landscape Architect Services. On October 14, 2017, URS was acquired by AECOM (“A/E”).

On November 3, 2015, Administration issued Task Order No. 14-01-URS/LA (“Task Order”) for A/E to provide professional services for the I-275 Underpass at 22nd Street South Project for an amount not to exceed $59,866.29 (which amount included a $4,000 allowance for Irrigation Design). The scope of services included site inventory and analysis, final design, meetings, and bidding services.

Administration now desires to issue Revision No. 1 to the Task Order to use the allowance in the amount of $4,000 for irrigation plans for the I-275 Underpass at 22nd Street South Project for a total Task Order not to exceed $59,866.29.

| Site Inventory and Analysis/Final Design (not including Irrigation Plans)/Meetings/Bidding Services (Original Task Order) | $55,866.29 |
| Irrigation Plans and Details (Revision No. 1) | $4,000.00 |
| Total Task Order | $59,866.29 |

RECOMMENDATION: Administration recommends the City Council approve the attached resolution authorizing the Mayor or his designee to execute Revision No. 1 to Task Order No. 14-01-URS/LA (“Task Order”) to the Architect/Engineering Agreement dated July 9, 2014 between the City of St. Petersburg, Florida (“City”) and AECOM (formerly, URS Corporate Southern) to use the allowance in the amount of $4,000 for irrigation plans for the I-275 Underpass at 22nd Street South Project for a total Task Order not to exceed $59,866.29 (Engineering Project No. 16032-119; Oracle No. 14609).
COST/FUNDING INFORMATION: Funds have been previously appropriated in the Citywide Infrastructure Fund (3027) Southside Redevelopment Project (14609).

ATTACHMENTS: Resolution

APPROVALS: [Signature] Administrative [Signature] Budget
RESOLUTION 2017-______

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE REVISION NO. 1 TO TASK ORDER NO. 14-01-URS/LA ("TASK ORDER") TO THE ARCHITECT/ENGINEERING AGREEMENT DATED JULY 9, 2014 BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA ("CITY") AND AECOM (FORMERLY, URS CORPORATE SOUTHERN) TO USE THE ALLOWANCE IN THE AMOUNT OF $4,000 FOR IRRIGATION PLANS FOR THE I-275 UNDERPASS AT 22ND STREET SOUTH PROJECT FOR A TOTAL TASK ORDER NOT TO EXCEED $59,866.29 (ENGINEERING PROJECT NO. 16032-119; ORACLE NO. 14609); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida ("City") and URS Corporate Southern ("URS") entered into an architect/engineering agreement on July 9, 2014 for miscellaneous professional services for Landscape Architect Services; and

WHEREAS, on October 14, 2014, URS was acquired by AECOM ("A/E"); and

WHEREAS, on November 3, 2015, Administration issued Task Order No. 14-01-URS/LA ("Task Order") for A/E to provide professional services for the I-275 Underpass at 22nd Street South Project for an amount not to exceed $59,866.29 (which amount included a $4,000 allowance for Irrigation Design); and

WHEREAS, Administration desires to issue Revision No. 1 to the Task Order to use the allowance in the amount of $4,000 for irrigation plans for the I-275 Underpass at 22nd Street South Project for a total Task Order not to exceed $59,866.29.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is hereby authorized to execute Revision No. 1 to Task Order No. 14-01-URS/LA ("Task Order") to the Architect/Engineering Agreement dated July 9, 2014 between the City of St. Petersburg, Florida ("City") and AECOM (formerly, URS Corporate Southern) to use the allowance in the amount of $4,000 for irrigation plans for the I-275 Underpass at 22nd Street South Project for a total Task Order not to exceed $59,866.29.

This resolution shall become effective immediately upon its adoption.

Approved by:  

Approved by:

[Signature]
Legal Department
By: (City Attorney or Designee)

[Signature]
Breesh Prayman, P.E., SP, ENV
Engineering & Capital Improvements Director
AMENDMENT NO. 1 TO TASK ORDER NO. 14-01-URS/LA
I-275 UNDERPASS AT 22ND STREET SOUTH - LANDSCAPE ENHANCEMENTS
LANDSCAPE DESIGN SERVICES
CITY PROJECT NO. 16032-119

This Amendment No. 1 to Task Order No. 14-01-URS/LA is made and entered into pursuant to the ARCHITECT/ENGINEERING AGREEMENT FOR MISCELLANEOUS PROFESSIONAL SERVICES FOR LANDSCAPING PROJECTS dated July 9, 2014 ("Agreement") between URS Corporation Southern ("A/E"), and the City of St. Petersburg, Florida ("City"), and upon execution shall become a part of the Agreement. This Task Order Amendment is retroactively effective as of November 3, 2015.

I. DESCRIPTION OF PROJECT

The work covered by this scope of services consists of Landscape Architectural services relative to landscape design for enhancements along Interstate 275 within the existing Florida Department of Transportation (FDOT) rights-of-way boundaries of 22nd Avenue South, St. Petersburg, Florida. The I-275 underpass is a gateway to the Deuces Live District, which is designated as a Main Street district and has not been improved in recent years with the exception of installation of a black vinyl coated fence. The rights-of-way is under the jurisdiction of FDOT, which requires approval of any design plan. A/E understands that Kisinger Campo & Associates, Corp. (KCA) will be responsible for all permitting tasks associated with this effort. It is also anticipated the A/E will coordinate with KCA to integrate the lighting design to be completed by KCA into the proposed landscape improvements.

II. SCOPE OF SERVICES

Task 2.3.A.10 - Irrigation Plan and Details
A/E, through the services of a subconsultant (Certified Irrigation Designs), will prepare plan drawings and details for an irrigation system that provides 100% irrigation coverage for landscape plant materials.

III. SCHEDULE

The work shall be completed within 30 days.

IV. A/E'S RESPONSIBILITIES

The A/E shall provide the services described in Section II, Scope of Services.

V. CITY’S RESPONSIBILITIES

Review and Comment on the A/E's deliverables.
VI. DELIVERABLES

100% irrigation design plans.

VII. A/E'S COMPENSATION

The A/E was authorized the lump sum amount of $55,866.29 under the original Task Order for Tasks 2.1 through 2.7.

For Amendment No. 1, Task 2.3.A.10, the City shall compensate the A/E the lump sum amount of $4,000.00, per attached Design Fee Estimate.

The total Task Order amount including Amendment No. 1 shall not exceed $59,866.29.

VIII. PROJECT TEAM

URS Corporation Southern
Subconsultant - Certified Irrigation Designs

IX. MISCELLANOUS

In the event of a conflict between this Amendment No. 1 to Task Order 14-01-URS/LA and the Agreement, the Agreement shall prevail.
IN WITNESS WHEREOF the Parties have caused this Amendment No. 1 to Task Order 14-01-URS/LA to be executed by their duly authorized representatives on the day and date first above written.

ATTEST

By: ____________________________
Chandrahasa Srinivasa
City Clerk
(SEAL)

CITY OF ST. PETERSBURG, FLORIDA

By: ____________________________
Brejesh Prayman, P.E., ENV SP, Director
Engineering & Capital Improvements

DATE: ____________________________

APPROVED AS TO FORM FOR CONSISTENCY WITH THE STANDARD TASK ORDER.
NO OPINION OR APPROVAL OF THE SCOPE OF SERVICES IS BEING RENDERED BY THE CITY ATTORNEY'S OFFICE.

By: ____________________________
City Attorney (Designee)

URS Corporation Southern
(Company Name)

By: ____________________________
(David Crowley)
(Company Name and Title)
(Date: 10/12/2017)

WITNESSES:

By: ____________________________
(Paul Kurtez)
(Signature)

By: ____________________________
(Michael Schulte)
(Signature)
## Transaction Report for URS Corporation

### Miscellaneous Professional Services for Landscape Architect - CAPITAL IMPROVEMENTS

- **A/E Agreement Effective**: July 9, 2014
- **A/E Agreement Expiration**: June 18, 2018

### Table of Project Titles and Authorized Amounts

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<td>01</td>
<td>16032-119</td>
<td>I-275 Underpass at 22nd S/S Landscape Enhancement Amendment No 1</td>
<td>11/03/15</td>
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**Total**: 105,618.99
TO: The Honorable Darden Rice, Chair and Members of City Council

SUBJECT: A Resolution authorizing the Mayor or his designee to execute Amendment No. 1 to Task Order No. 17-01-AE/SEM ("Task Order") to the architect/engineering agreement dated August 1, 2017 between the City of St. Petersburg ("City") and Affiliated Engineers SE, Inc. ("A/E"), for commissioning services for the Police Facility / EOC Project in an amount not to exceed $192,293, providing that the total Task Order, as amended, shall not exceed $196,989; (Engineering Project No. 11234-018; Oracle No. 12847); and providing an effective date.


On September 27, 2017, Task Order No. 17-01-AE/SEM authorized an Architect/Engineering Agreement with the professional consulting engineering firm of Affiliated Engineers SE, Inc., Inc. ("A/E"), for engineering services related to the third party commissioning of mechanical and electrical systems in the Police Facility / EOC Project.

Systems to be commissioned are as follows:
1. HVAC Systems
2. Plumbing Systems
3. Electrical

These services are needed to verify critical operational systems will function as designed during the service life of the facility, particularly during emergency events that may occur in the City of St. Petersburg.

Task Order No. 17-01-AE/SEM in the amount of $4,696.00 provided for professional engineering pre-construction commissioning services for the Police Facility / EOC Project that included the following.

Pre-Construction Phase Commissioning Services
1. Review of project’s Owner’s Project Requirements & Basis of Design;
2. Development of the project-specific Commissioning Plan;
3. Production of the General Commissioning Requirements Specification (if needed) as well as discipline specific specifications for inclusion by the Design Professional in the Bid Documents;
4. Coordination and integration of commissioning activities into the project construction schedule with the assistance of the Builder.

Amendment No 1 to Task Order No. 17-01-AE/SEM in the amount of $192,293 provides for the commissioning service during the construction phase, acceptance phase, and warranty phase. The Commissioning Services during the above phase will include construction phase commissioning services, acceptance phase commissioning services, post occupancy phase commissioning services.
RECOMMENDATION: Administration recommends authorizing the Mayor or his designee to execute Amendment No. 1 to Task Order No. 17-01-AE/SEM ("Task Order") to the architect/engineering agreement dated September 27, 2017 between the City of St. Petersburg ("City") and Affiliated Engineers SE, Inc. ("A/E"), for commissioning services for the Police Facility/EOC Project in an amount not to exceed $192,293, providing that the total Task Order, as amended, shall not exceed $196,989; (Engineering Project No. 11234-018; Oracle No. 12847).

COST/FUNDING/ASSESSMENT INFORMATION: Funds have been previously appropriated in the Public Safety Capital Improvement Fund (3025) and the General Capital Improvement Fund (3001), Police Facility/EOC Project (12847).

ATTACHMENTS: Resolution
Amendment No 1 to Task Order No. 17-01-AE/SEM

APPROVALS: 
[Signatures]
Administrative
[Signature]
Budget
RESOLUTION 2017-——

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AMENDMENT NO. 1 TO TASK ORDER NO. 17-01-AE/SEM ("TASK ORDER") TO THE ARCHITECT/ENGINEERING AGREEMENT DATED AUGUST 1, 2017 BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND AFFILIATED ENGINEERS SE, INC. FOR COMMISSIONING SERVICES FOR THE POLICE FACILITY/EOC PROJECT IN AN AMOUNT NOT TO EXCEED $192,293; PROVIDING THAT THE TOTAL TASK ORDER, AS AMENDED, SHALL NOT EXCEED $196,989 (ENGINEERING PROJECT NO. 11234-018; ORACLE PROJECT NUMBER 12847); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St Petersburg, Florida ("City") and Affiliated Engineers SE, Inc. ("A/E") entered into an architect/engineering agreement on August 1, 2017 for A/E to provide miscellaneous professional services for Solar Energy, Energy Efficiency, Mechanical, Electrical, Plumbing & Fire Protection Projects; and

WHEREAS, on September 27, 2017, Administration issued Task Order No. 17-01-AE/SEM ("Task Order") for A/E to provide professional engineering pre-construction commissioning services for the Police Facility / EOC Project in an amount not to exceed $4,696.00; and

WHEREAS, Administration desires to issue Amendment No 1 to the Task Order for A/E to provide commissioning services during the construction phase, acceptance phase, and warranty phase of the Police Facility / EOC Project in an amount not to exceed $192,293.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is hereby authorized to execute Amendment No. 1 to Task Order No. 17-01-AE/SEM ("Task Order") to the architect/engineering agreement dated August 1, 2017 between the City of St. Petersburg, Florida and Affiliated Engineers SE, Inc. for commissioning services for the Police Facility / EOC Project in an amount not to exceed $192,293.

BE IT FURTHER RESOLVED that the total Task Order, as amended, shall not exceed $196,989.

This resolution shall become effective immediately upon its adoption.

Approved by:

Legal Department
By: (City Attorney or Designee)
00348307 FINAL

Approved by:

Brijesh Prayman
P.E., SP, ENV
Engineering & Capital Improvements Director
This Amendment No. 1 to Task Order No. 17-01-AE/SEM is made and entered into this day of _________, 201_, pursuant to the ARCHITECT/ENGINEERING AGREEMENT FOR MISCELLANEOUS PROFESSIONAL SERVICES FOR SOLAR ENERGY, ENERGY EFFICIENCY, MECHANICAL, ELECTRICAL, PLUMBING & FIRE PROTECTION PROJECTS dated August 1, 2017 ("Agreement") between Affiliated Engineers SE, Inc. ("A/E"), and the City of St. Petersburg, Florida ("City"), and upon execution shall become a part of the Agreement.

I. DESCRIPTION OF PROJECT

Under the initial Task Order, the City requested the A/E provide Commissioning Services for the new St. Petersburg Police Facilities Electrical and HVAC Systems & Controls, to include:

Electrical System
- Lighting
- Lighting Control Systems
- Emergency Power
- UPS Systems

HVAC Systems and Controls
- Air Handlers and Blower Control Units
- Terminal Units
- Relief and Exhaust Fans
- Building Automation and Controls System
- Packaged and Split Direct Expansion (dx) Systems
- Humidification and Other Miscellaneous HVAC Systems
- Chilled Water and Condenser Water Systems

Plumbing Systems
- Domestic Hot Water System
- Domestic Water Pumping System

This Amendment covers commissioning services for the construction, acceptance and post occupancy phase services as outlined below. Commissioning services for any temporary systems or construction is not included.
II. SCOPE OF SERVICES

Task No. 5 - Construction Phase

5.01 Review submittals, RFIs, COs and coordination drawings for commissioned systems and report.

5.02 Develop Construction Verification Checklists for all equipment and distribution systems related to commissioned systems.

5.03 Building Automation submittal and scoping review meeting.

5.04 Develop/Distribute Construction Verification Checklist completion reports with monthly completion reports.

5.05 Development of Functional Performance Test procedures.

5.06 Production of a spreadsheet itemization of all products and equipment that comprise the systems being Commissioned, including governing specification section and location by room number or column lines.

5.07 Leadership of onsite "kickoff" meeting to explain, review, and discuss Commissioning procedures, roles & responsibilities, purposes, etc., plus participation in coordination meetings during construction to further clarify Commissioning procedures.

5.08 Leadership of an onsite "pre-HVAC Start-up" meeting to explain, review, and discuss procedures, roles & responsibilities, purposes, etc., associated with operation of HVAC systems prior to testing.

5.09 Monthly field observations visit to document the installation and start-up of commissioned systems. Site visits by A/E shall not be a substitute for the participation of the design professional or the City.

5.10 Development of Commissioning action items and deficiencies database with photographs, observations and recommendations to manage the resolution of action items resulting from field reports.

5.11 Witness a sample of TAB efforts for Air and Water balance.

5.12 Review TAB record and provide report.

Task No. 6 - Acceptance Phase

6.01 Witness and oversight of Functional Performance Test. Note: Re-testing shall incur additional fees.

6.02 Documentation of deficiencies and action items stemming from Functional Performance Tests.

6.03 Recommendations of systems acceptance or rejection based on Functional Performance Test results.

6.04 Production and distribution of Draft Commissioning Report at completion of functional testing.

6.05 Witness and participation in Training of commissioned systems.
III. SCHEDULE

- From NTP
  Task 5  60 Weeks (duration of Construction Phase)
  Task 6  66 Weeks (testing activities when construction is complete)

IV. A/E'S RESPONSIBILITIES

The A/E will perform the services outlined in Section II, Scope of Services. In addition, A/E will provide technical resources and assist the Architect and Construction Manager in resolving deficiencies to the extent possible. However, the Architect and Construction Manager are ultimately responsible for reconciling all design and construction issues.

V. CITY'S RESPONSIBILITIES

- Provide detailed basis of design and full sequences of operation for all equipment and systems for A/E to use for the development of the project verification documentation.
- Provide City of St. Pete, specific requirements (as provided to the design team) regarding any regulatory body guidelines against which the facility will be judged.
- Have Construction Manager coordinate contractor demonstration of comprehensive system functionality during the acceptance phase with contractor providing all tools and instrumentation to checkout and functionally test equipment and systems to the satisfaction of the City as recommended by A/E.
- Have Construction Manager complete construction checklist
- Have Construction Manager respond to Commissioning action items and deficiencies

VI. DELIVERABLES

- Submittal Reviews
- Construction checklist
- Commissioning meeting agendas and minutes
- Field observation reports
- Cumulative list of commissioning issues and deficiencies identified during observations, testing, document reviews, etc.
- Draft Commissioning report
- "Off-season" observation report during post occupancy phase.
- Updated final report.
VII. A/E'S COMPENSATION

The A/E was authorized the lump sum amount of $4,696.00 under the original Task Order for Tasks 1 - 4.

For Amendment No. 1 - Tasks 5 - 6, the City shall compensate the A/E the lump sum amount of $192,293.00.

The total Task Order amount including Amendment No. 1 shall not exceed $196,989.00.

VIII. PROJECT TEAM

Affiliated Engineers SE, Inc. staff. Subconsultants will not be used for this work.

IX. MISCELLANEOUS

In the event of a conflict between this Amendment No. 1 to Task Order and the Agreement, the Agreement shall prevail.
IN WITNESS WHEREOF the Parties have caused this Amendment No. 1 to Task Order to be executed by their duly authorized representatives on the day and date first above written.

ATTEST

By: ____________________________  
Chandrashes Srinivasa  
City Clerk  
(SEAL)

CITY OF ST. PETERSBURG, FLORIDA

By: ____________________________  
Brejesh Prayman, P.E., ENV SP, Director  
Engineering & Capital improvements

DATE: __________________________

APPROVED AS TO FORM FOR CONSISTENCY WITH THE STANDARD TASK ORDER. NO OPINION OR APPROVAL OF THE SCOPE OF SERVICES IS BEING RENDERED BY THE CITY ATTORNEY'S OFFICE

By: ____________________________  
City Attorney (Designee)

WITNESSES:

Affiliated Engineers SE, Inc.  
(Company Name)

By: ____________________________  
(Signature)  
Seath E. Robinson, Principal  
(Printed Name and Title)

Date: 10-31-17

By: ____________________________  
(Signature)  
Krystol Pineda  
(Printed Name)

By: ____________________________  
(Signature)  
AeMoe  
(Printed Name)
## I. Manpower Estimate: All Tasks

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<td>5 Construction Phase</td>
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<td>6 Acceptance Phase</td>
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<td>$192,293.00</td>
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## II. Fee Calculation

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<tr>
<th>Task</th>
<th>Labor Cost</th>
<th>Expenses $</th>
<th>Subconsultant Services $</th>
<th>Mark-up on Subconsultant Services $</th>
<th>Total Cost Without Allowance $</th>
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<td>5</td>
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## III. Fee Limit

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<th>Description</th>
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<tr>
<td><strong>Lump Sum Cost</strong></td>
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<td><strong>Allowance</strong></td>
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<tr>
<td><strong>Total</strong></td>
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</tr>
</tbody>
</table>

## IV. Notes:

1. Rate x overhead + profit (per contract).
2. Includes expenses for:
3. Includes 5 percent markup of SUBCONSULTANT (per contract).
4. Allowance to be used only upon City's written authorization.
MEMORANDUM

CITY OF ST. PETERSBURG

Engineering and Capital Improvements Department

TO: The Honorable Darden Rice, Chair, and City Councilmembers

FROM: Brejesh Prayman, P.E., ENV SP, Director
      Engineering & Capital Improvements Department

RE: Consultant Selection Information
    Firm: Affiliated Engineers SE, Inc.
    Task Order No. 17-01-AE/SEM in the amount of $196,989.

This memorandum is to provide information pursuant to City Council Policy and Procedures Manual, Chapter 3, Section I(F.) for agenda package information.

1. Summary of Reasons for Selection

   The project involves specialized facility commissioning planning and implementation.

   Affiliated Engineers SE, Inc. has satisfactorily completed preliminary commissioning services for the Police Facility / EOC Project. This work is a continuation of the pre-construction phase commissioning as the Project enters the construction phase.

   Affiliated Engineers SE, Inc. has significant experience in facility commissioning.

   This is the first Task Order issued under the 2017 Master Agreement.

2. Transaction Report listing current work – See Attachment A
## ATTACHMENT A

Transaction Report for Affiliated Engineers, Inc.

**Miscellaneous Professional Services for Solar Energy, Energy Efficiency, Mechanical, Electrical, Plumbing & Fire Protection Projects**

A/E Agreement Effective - August 1, 2017
A/E Agreement Expiration - June 30, 2021

<table>
<thead>
<tr>
<th>Task Order No.</th>
<th>Project No.</th>
<th>Project Title</th>
<th>NTP Issued</th>
<th>Authorized Amount</th>
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<tbody>
<tr>
<td>01</td>
<td>11234-018</td>
<td>St. Petersburg Facility/EOC - Commissioning Services Amendment No 1</td>
<td>09/27/17</td>
<td>PENDING</td>
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<td>Total: 4,696.00</td>
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Edited: 10/17/2017
TO: The Honorable Darden Rice, Chair, and Members of City Council

SUBJECT: A resolution authorizing the Mayor or his designee to execute Amendment No. 1 to Task Order No. 12-07-GH/W ("Task Order") as revised to the architect/engineering agreement dated November 20, 2012 between the City of St. Petersburg, Florida ("City") and Greeley and Hansen, LLC ("A/E") for A/E to provide additional design services and re-modelling services for the Cosme Optimization Design Project in an amount not to exceed $65,723, providing that the total Task Order, as amended, shall not exceed $518,196 (Engineering Project No. 15060-111; Oracle No. 14789), and providing an effective date.

EXPLANATION: From July 2012 to January 2013, the City completed two Cosme WTP bypass demonstration tests, in which the potable water from the Regional System was routed directly to the City's finished water transmission mains after chemical treatment for disinfection, PH and fluoridation. These bypass demonstration tests indicated that all or a portion of the Regional water could bypass the City's softening, filtration and high service pumping station facilities through an existing transmission main. During the bypass demonstration tests significant monthly operational savings (between $30,000 to $50,000) were realized due to reduction of the chemical dosage and re-pumping energy. The bypass demonstration tests also indicated that construction of chemical feed piping system and chlorine booster pumps were needed to allow the City to adjust chloramines, PH and fluoride levels of the bypassed Regional water.

On November 19, 2012, the City Council approved an architect/engineering agreement with the professional consulting firm of Greeley and Hansen, LLC ("A/E") for potable water, wastewater, and reclaimed water projects.

On June 29, 2014, Administration issued a limited Notice to Proceed (NTP) to Task Order No. 12-07-GH/W in the amount of $95,000, full authorization to be contingent on Council approval at their July 23, 2015 meeting.

On July 23, 2015, City Council approved Task Order No. 12-07-GH/W, in the amount of $452,473. The $452,473 consists of a base scope in the amount of $435,253 and an allowance amount of $17,220 which may only be performed only upon receipt of written authorization from the City.

<table>
<thead>
<tr>
<th></th>
<th>City Funds</th>
<th>Tampa Bay Water Funds</th>
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<tr>
<td>Design Phase</td>
<td>$363,347.00</td>
<td>$71,906.00</td>
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<td>Contingency</td>
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<td>$373,567.00</td>
<td>$78,906.00</td>
<td>$452,473.00</td>
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The $78,906 Tampa Bay Water (TBW) funding has been provided to the City through a Joint Project Agreement (JPA) approved between the City and TBW on August 21, 2015.

On August 14, 2015, administration issued a Notice to Proceed to Task Order No. 12-07-GH/W in the amount of $435,253 (City Funds $363,347 + TBW Funds $71,906). The Limited Notice to Proceed for $95,000 that was issued on June 29, 2014 was voided.

The Scope of Services for Task Order No. 12-07-GH/W pertained to the design, preparation of bidding documents, and bidding of the Cosme optimization project. The scope also included; providing permanent bypass piping and modifications to existing chemical facilities at the Cosme WTP, modifications of TBW’s water supply piping to the Cosme WTP, replacement of the temporary piping installed to connect the South Pasco Transmission Main to the Northwest Hillsborough Transmission Main. The design also included upgrading the existing ammonia storage and metering facility, replacing the electrical distribution panel, replacing the water softener, constructing a new 36" and 48" buried and above grade piping system for bypass from the Regional water system to the City's water transmission line, providing a new duct bank and concrete analyzer building, installation of permanent chemical piping from the fluoride building, relocation of the existing chlorine booster pumps, installation of a new VFD-controlled fluoride metering pump and pipe system, renovation of the existing surge protection facility, demolition of the temporary bypass facilities, expansion of the existing stormwater pond, to meet stormwater permit requirements, demolition of the temporary pipeline and construction of permanent piping between the Northwest Hillsborough Transmission Main and the South Pasco Transmission Main, and the development of a preliminary design for future treated water connections between Cosme and the Regional System.

On March 1, 2016, Revision No. 1 to Task Order No. 12-07-GH/W was authorized utilizing previously approved funds in the amount of $7,271 from the City allowance of $10,220. This scope of services included delineating the wetlands and providing survey services and an associated point tables to comply with the request of the Hillsborough County Environmental Protection Commission. This brought the full authorized amount to $442,524 and left a remaining City allowance of $2,949 and a TBW allowance of $7,000.

Amendment No. 1 to Task Order No. 12-07-GH/W in the amount of $65,723 will provide funding for additional design services to incorporate additional plant modifications into the base design scope. These requested modifications will provide increased reliability and safety and provide for additional rehabilitation and replacement of the chemical systems outside of the original design scope.

Task Order No. 12-07-GH/W, and Task Order No 12-07-GH/W Revision No. 1 includes the following phases and associated not to exceed costs respectively:

- **Task Order No. 12-07-GH/W, Design, preparation of bidding documents, and bidding of the Cosme optimization project (Approved)**
  - $452,473

- **Task Order No. 12-07-GH/W Amendment No. 1 Additional Design Services and preparation of bidding documents**
  - $65,723

Revised Total A/E fees

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Task Order No. 12-07-GH/W, Design, preparation of bidding documents, and</td>
<td>$452,473</td>
</tr>
<tr>
<td>bidding of the Cosme optimization project (Approved)</td>
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<tr>
<td>Task Order No. 12-07-GH/W Amendment No. 1 Additional Design Services and</td>
<td>$65,723</td>
</tr>
<tr>
<td>preparation of bidding documents</td>
<td></td>
</tr>
</tbody>
</table>

Revised Total A/E fees

- $518,196

A/E services during the construction phase will be provided to Council for approval as an Amendment to this Task Order.

Contractor costs for the improvements will be provided to Council for approval as a separate Agreement.
RECOMMENDATION: Administration recommends the City authorize the Mayor or his designee to execute Amendment No. 1 to Task Order No. 12-07-GH/W ("Task Order") to the architect/engineering agreement and reclaimed water projects dated November 20, 2012, between the City of St. Petersburg, Florida ("City") and Greeley and Hansen, LLC ("A/E") for A/E to provide additional design services and re-modelling services related to the Cosme Optimization Design Project in an amount not to exceed $65,723, for a total Task Order amount not to exceed of $518,196 (Engineering Project No. 15060-111; Oracle No. 14789).

COST/FUNDING INFORMATION: Funds have been previously appropriated in the Water Resources Capital Projects Fund (4003): COS WTP Optimization FY15 Project (14789).

ATTACHMENTS: Resolution
Amendment No. 1 to Task Order No. 12-07-GH/W
Task Order No. 12-07-GH/W

APPROVALS: [Signature]
Budget
[Signature]
[Date]
RESOLUTION 2017-______

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AMENDMENT NO. 1 TO TASK ORDER NO. 12-07-GH/W ("TASK ORDER") AS REVISED TO THE ARCHITECT/ENGINEERING AGREEMENT DATED NOVEMBER 20, 2012 BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA ("CITY") AND GREELEY AND HANSEN, LLC ("A/E") FOR A/E TO PROVIDE ADDITIONAL DESIGN AND RE-MODELING SERVICES FOR THE COSME OPTIMIZATION DESIGN PROJECT IN AN AMOUNT NOT TO EXCEED $65,723, PROVIDING THAT THE TOTAL TASK ORDER, AS AMENDED, SHALL NOT EXCEED $518,196 (ENGINEERING PROJECT NO. 15060-111; ORACLE PROJECT NO. 14789); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida ("City") and Greeley and Hansen, LLC ("A/E") entered into an architect/engineering agreement on November 20, 2012 for A/E to provide miscellaneous professional services for Potable Water, Wastewater, and Reclaimed Water Projects; and

WHEREAS, on July 23, 2015, City Council approved Task Order No. 12-07-GH/W ("Task Order") for A/E to provide professional services to include design and bidding phase services for the COSME Optimization Design Project in an amount not to exceed $452,473; and

WHEREAS, on March 1, 2016, Administration issued Revision No. 1 to the Task Order for A/E to delineate wetlands and provide survey services and an associated point table to comply with the request of the Hillsborough County Environmental Protection Commission in the amount of $7,271 (from allowance); and

WHEREAS, Administration desires to issue Amendment No. 1 to Task Order to provide for additional design services to incorporate added plant modifications and additional rehabilitation and replacement of the chemical systems for the COSME Optimization Design Project in an amount not to exceed $65,723.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is hereby authorized to execute Amendment No. 1 to Task Order No. 12-07-GH/W ("Task Order") as revised to the architect/engineering agreement dated November 20, 2012, between the City of St. Petersburg, Florida ("City") and Greeley and Hansen, LLC ("A/E") for A/E to provide additional design and re-modeling services for the COSME Optimization Design Project in an amount not to exceed $65,723.

BE IT FURTHER RESOLVED that the total Task Order, as amended, shall not exceed $518,196.

This resolution shall become effective immediately upon its adoption.

Approved by:  

City Attorney (Designee)  
00347753

Approved by:  

Brejish Prayman, P.E., SP, ENV  
Engineering & Capital Improvements Director
This Amendment No. 1 to Task Order No. 12-07-GH/W is made and entered into this ______ day of ______________, 2017, pursuant to the ARCHITECT/ENGINEERING AGREEMENT FOR MISCELLANEOUS PROFESSIONAL SERVICES FOR POTABLE WATER, WASTEWATER AND RECLAIMED WATER PROJECTS dated July 17, 2014 ("Agreement") between Greeley and Hansen LLC ("A/E"), and the City of St. Petersburg, Florida ("City"), and upon execution shall become a part of the Agreement.

I. DESCRIPTION OF PROJECT

From 2012 to 2013 the City completed two Cosme WTP bypass demonstration tests, in which the potable water from the Regional System routed directly to the City's finished water transmission mains after chemical treatment for disinfection, PH and fluoridation.

The bypass demonstration tests indicated that all or a portion of the Regional water could bypass the City's softening, filtration and high service pumping station facilities through an existing transmission main. During the bypass demonstration tests, significant monthly operation savings (between $30,000 to $50,000) was determined due to reduction of the chemical dosage and re-pumping. This bypass demonstration tests also indicated construction of chemical feed piping and chlorine booster pumps were needed to allow the City to adjust chloramines, PH and fluoride levels of the bypassed Regional water. The work was completed under the task authorizations for this work.

On July 17, 2014, City Council approved Task Order No. 12-07-GH/W, in the amount of $452,473. This included $435,253 for the basic services, plus a CITY allowance of $10,220 and a Tampa Bay Water allowance of $7,000 for the Joint Project between the CITY and Tampa Bay Water. The Scope of Services included design, preparation of bidding documents, and bidding for optimizing treatment at Cosme WTP. The scope of work included providing permanent bypass piping and modifications to existing chemical facilities at the Cosme WTP. The design included upgrading the existing ammonia storage and metering facility to provide permanent sodium hydroxide storage and metering pumps, replacing the electrical distribution panel located west of the ammonia building, replacing the water softener, constructing a new 36" and 48" buried and above grade piping system for bypass from the Regional water system to the City's water transmission line, providing a new duct bank and concrete analyzer building, installation of permanent chemical piping from the fluoride building, relocation of the existing chlorine booster pumps, installation of a new VFD-controlled fluoride metering pump and pipe system, renovation of the existing surge protection facility, demolition of the temporary bypass facilities, expansion of the existing stormwater pond, demolition of the temporary pipeline and construction of permanent piping between the Northwest Hillsborough TM and the South Pasco TM, and the development of a preliminary design for future treated water connections between Cosme and the Regional System.
Revision No. 1 to the Task Order was issued in response to a request from the Hillsborough County Environmental Protection Commission (HCEPC) to re-establish the current wetlands delineations at the Cosme WTP. This CITY additional work was authorized in the amount of $7,271 and was paid from the $10,220 CITY allowance.

In November 2016, the project was put on hold due to departmental funding constraints related to wastewater treatment projects. On August 2, 2017, the Water Resources Department requested that the project be re-started.

For this Amendment No. 1, the A/E shall perform professional services for the CITY related to design and preparation of bidding documents for chemical facilities and piping at Cosme WTP. These requested modifications provide increased reliability and safety and provide for additional rehabilitation and replacement of the chemical systems above the originally scoped project. The modified design will be incorporated into construction documents prepared under Task Order 12-07-GH/W.

The modifications are as follows:

- Provide process mechanical design for converting the existing flammable storage building on site to a new water softening system building, and providing the process mechanical design for an expanded water softening system with booster pumps capable of providing sufficient boosted, softened water to provide carrier water for caustic and ammonia.
- Provide process mechanical design for providing boosted and un-boosted carrier water for the hydrofluosilicic acid.
- Provide chemical feed piping for hydrofluosilicic acid with carrier water from the Fluoride Building to Junction Chamber 2 in the Filter Building via the new chemical piping trench to replace the existing 20+ year old chemical piping that is direct buried under the pavement between the Fluoride Building and the Filter Building.
- Provide process mechanical design for replacing the existing 460V ammonia metering pumps with new 120V metering pumps.
- Provide process mechanical and civil design to extend the proposed chemical piping trench to the Filter Building and to provide new ammonia chemical piping to the Pre-Chlorination Basins and to Junction Chamber No. 2.
- Provide potable water and compressed air piping to the Bypass Piping area via the proposed chemical piping trench.
- Provide surge protection facilities (pressure relief valves and burst disks) on the connection of Tampa Bay Water's connection to the City's bypass piping to protect the City's piping from excessive hydraulic transients.
- Provide static mixers for chemical dispersion in the bypass piping, in addition to the planned static mixer for blending bypass and plant water.
- Provide corrosion protection facilities (insulating flanges and test stations) where new piping is connected to existing piping.
- Provide additional freeze protection and safety for chemical injection in the bypass piping through use of heated fiberglass reinforced plastic injector enclosures.
• Provide a new precast concrete modular building in the Bypass Piping Area to house local electrical controls for the bypass area and surge valves.
• Modify chemical piping trench and piping design to accommodate a new septic system designed by others.
• Modify chemical piping trench design to accommodate chlorine gas piping from the Chlorine Building to Junction Chamber 2 in the Filter Building. The gas piping will be added by the City at a future date.
• Provide electrical and instrumentation design to support the changes described above.

In addition to the design services, the City has requested a water quality analysis to determine expected seasonally available quantities of water that can be bypassed from the plant.

II. SCOPE OF SERVICES

TASK 8 - SUPPLEMENTAL DESIGN SERVICES

8.1 Additional Project Management

8.1.1 Administrative Meetings

8.1.1.1 Additional Project Coordination Meetings (2)
The A/E shall attend up to two (2) project coordination meetings with the CITY. The A/E's project manager or designee shall attend these meetings.

Deliverables: Minutes of the meetings shall be prepared by the A/E and shall be submitted to the CITY in electronic (PDF) format.

8.1.2 Additional Project Administration
The A/E shall administer the project during the additional design process, provide monthly updates to the CITY Project Manager on the project status, and provide monthly invoicing.

Deliverables: Monthly status report and invoicing.

8.2 Additional Design and Modifications
Design modifications shall be provided at the 90% design level for the modified design.

8.2.1 Additional 90% Design
The A/E shall prepare the following modified or new contract plans. In addition, the A/E shall coordinate the modified plans into the overall 100+ sheet contract plan.

<table>
<thead>
<tr>
<th>DWG</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>C4</td>
<td>CAUSTIC BUILDING AREA SITE CONSTRUCTION PLAN</td>
</tr>
<tr>
<td>C5</td>
<td>BYPASS AREA SITE CONSTRUCTION PLAN</td>
</tr>
</tbody>
</table>
Electrical and instrumentation plans shall be revised to support the changes. In addition to the principal modifications identified above, the entire plan set shall be revised to eliminate work and details that are deleted, add work and details required for the modifications and update references.

Construction plans shall be provided in electronic format using the A/E's current version of AUTOCAD and shall meet CITY's standard formatting requirements for 24" x 36" sheets.

Construction technical specifications shall be prepared in the A/E's adaptation of the Construction Specifications Institute format. Modified or new technical specifications are tabulated below.

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<thead>
<tr>
<th>DWG</th>
<th>DESCRIPTION</th>
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<tr>
<td>C7</td>
<td>BYPASS PIPING ENLARGED PLAN - 1</td>
</tr>
<tr>
<td>C8</td>
<td>BYPASS PIPING SECTIONS AND DETAILS - 1</td>
</tr>
<tr>
<td>C9</td>
<td>BYPASS PIPING SECTIONS AND DETAILS - 2</td>
</tr>
<tr>
<td>C15</td>
<td>PRECAST TRENCH SCHEMATIC</td>
</tr>
<tr>
<td>C16</td>
<td>INJECTION ENCLOSURE DETAILS</td>
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<tr>
<td>CR-1</td>
<td>CORROSION CONTROL DETAILS</td>
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<tr>
<td>M3</td>
<td>FILTER BUILDING CHEMICAL PIPING DEMOLITION</td>
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<td>M3</td>
<td>FILTER BUILDING CHEMICAL PIPING CONSTRUCTION</td>
</tr>
<tr>
<td>M4</td>
<td>AMMONIA/CAUSTIC BUILDING PUMP ROOM PLAN AND SECTIONS</td>
</tr>
<tr>
<td>M6</td>
<td>CAUSTIC BUILDING PLAN, SECTIONS, DETAILS AND SCHEMATICS</td>
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<tr>
<td>M8</td>
<td>CHLORINATOR ROOM BOOSTER PUMP AND PIPING, SECTIONS AND NOTES</td>
</tr>
<tr>
<td>M9</td>
<td>FLUORIDE BUILDING PLAN, SECTIONS AND DETAILS</td>
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<td>M10</td>
<td>FLUORIDE BUILDING PROCESS SCHEMATIC</td>
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<td>M15</td>
<td>SOFTENER BUILDING PLAN, SECTIONS AND DETAIL</td>
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<td>M16</td>
<td>SOFTENER BUILDING FLOW DIAGRAM</td>
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WATER SOFTENING EQUIPMENT
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<th>STATIC MIXING EQUIPMENT</th>
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<tbody>
<tr>
<td>AMMONIA METERING PUMPS</td>
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<tr>
<td>CAUSTIC METERING PUMPS</td>
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<tr>
<td>FRP INJECTOR ENCLOSURES</td>
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<tr>
<td>DOUBLE CONTAINMENT PIPING</td>
</tr>
<tr>
<td>CORROSION CONTROL EQUIPMENT AND MATERIALS</td>
</tr>
<tr>
<td>PRESSURE RELIEF VALVE &amp; BURST DISKS</td>
</tr>
</tbody>
</table>

Deliverables: The A/E shall submit five hard copies and one electronic copy (PDF drawings and specifications) of 90 percent complete modified plans, specifications and updated cost opinion to CITY.

8.2.2 Additional 90% Design Review Meeting
The CITY shall review and provide a consolidated set of written comments on the modified portions of the project within two weeks of receipt. The A/E shall meet with CITY to review and discuss each consolidated comment, providing in advance a preliminary written response indicating the action to be taken. After the review meeting, the draft responses shall be revised by the A/E, and the revised comments/actions list provided to CITY and Tampa Bay Water. The 90% design comments/actions shall be incorporated into the 100% design documents.

Deliverables: Draft and final comment responses and action items list.

8.3 Water Quality Analysis

8.3.1 Water Quality Analysis Technical Memorandum
The A/E shall utilize a subconsultant (Reiss Engineering, Inc.) to evaluate based on available water quality records from the CITY and Tampa Bay Water, the expected average quantities of regional water that may be bypassed, and the expected average quantities of water that must be treated through the plant. This analysis will utilize data previously analyzed by Reiss during bypass testing done in 2012 and 2016, as well as new data as may be required for the analysis and provided by the CITY or Tampa Bay Water. The objective of this analysis is to update previous estimates of the seasonal water quality that can be expected from the regional system, as modified from the most recent bypass that was performed in 2016 which had water with higher alkalinity than previous data analyzed. The purpose of the evaluation is to estimate:

- Quantities of regional water that can be bypassed, and the expected required treatment (chemical dosages) for that water.
• Quantities of regional water that can be partially bypassed, while treating some portion of the water through the plant, and the expected required treatment (chemical dosages) for both flow paths.
• Quantities of regional water that must be fully treated through the plant, and the expected required treatment (chemical dosages) for that water.

Deliverables: The A/E shall submit one electronic (PDF) copy of the draft technical memorandum for City review.

8.3.2 Technical Memorandum Review Meeting
The A/E and its subconsultant shall meet with CITY to review and discuss the draft technical memorandum.

Deliverables: Minutes of the meetings shall be prepared by the A/E and shall be submitted to the CITY in electronic (PDF) format.

8.3.3 Final Technical Memorandum
Review comments provided by the City shall be incorporated into the final technical memorandum.

Deliverables: The A/E shall submit five hard copies and one electronic (PDF) copy of the final technical memorandum.

III. SCHEDULE

The additional services and remaining basic services will be provided in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Task</th>
<th>Task Duration (weeks)</th>
<th>Cumulative Calendar Time to Complete (weeks) after NTP</th>
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<tbody>
<tr>
<td>Additional Design Services (Included in this Task Order Modification)</td>
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<tr>
<td>Notice to Proceed (NTP) – Amendment Authorization</td>
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IV. **A/E’S RESPONSIBILITIES**

The A/E shall provide services listed in the scope of services above and submit the deliverables as listed below under sub-section VI.

V. **CITY’S RESPONSIBILITIES**

The CITY shall coordinate with the A/E and provide timely and coordinated responses to requests for information and direction from the A/E.

VI. **DELIVERABLES**

Task 8.1.1.1 Deliverables: Agenda and minutes of the meeting shall be prepared by the A/E and shall be submitted to the CITY in electronic (PDF) format.

Task 8.1.2 Deliverables: Monthly status report and invoicing.

Task 8.2.1 Deliverables: The A/E shall submit five hard copies and one electronic copy (PDF drawings and specifications) of 90 percent complete modified plans, specifications and updated cost opinion to CITY.

Task 8.2.2 Deliverables: Draft and final comment responses and action items list.

Task 8.3.1 Deliverables: Draft Water Quality Technical Memorandum

Task 8.3.2 Deliverables: Draft and final meeting minutes.

Task 8.3.3 Deliverables: Five hard copies and one electronic (PDF) copy of the final technical memorandum.

VII. **A/E’S COMPENSATION**

The A/E was authorized the not-to-exceed amount of $435,253.00 under the original Task Order for Tasks 1 - 6.

For Revision No. 1, the A/E was authorized the not-to-exceed amount of $7,271.00 for additional design services. This was paid from the CITY’s $10,220 allowance, $2,949.00 of the CITY’s Allowance remains for additional services not identified in the Scope of Services.
Seven thousand dollars ($7,000) of Tampa Bay Water's allowance remains for additional services not identified in the Scope of Services. Additional services may be performed only upon receipt of prior written authorization from the City and such authorization shall set forth the additional services to be provided by the A/E. The cost for any additional services shall not exceed the amount of the allowance set forth in this Amendment No. 1 to the Task Order.

For Amendment No. 1 - Task 8, the City shall compensate the A/E the lump sum amount of $65,723.00, per Attachment 1.

The total Task Order amount including Revision No. 1 and Amendment No. 1 shall not exceed $518,196.00.

VIII. PROJECT TEAM

The following personnel will provide services on this project:

Greeley and Hansen LLC
• Principal Reed Meriwether, P.E.
• Associate/Project Manager Mike Pekkala, P.E.
• Engineering Inter Tim Palmer, E.I.

Subconsultant - Engineering Design Technologies; Inc., shall provide electrical and instrumentation additional design.

Subconsultant - Reiss Engineering, Inc., shall provide water quality analysis additional design services.

IX. MISCELLANEOUS

In the event of a conflict between this Amendment No. 1 to Task Order 12-07-GH/W and the Agreement, the Agreement shall prevail.
IN WITNESS WHEREOF the Parties have caused this Amendment No. 1 to Task Order No. 12-07-GH/W to be executed by their duly authorized representatives on the day and date first above written.

ATTEST

By: Chandrasekhar Srinivasan
   City Clerk

(SEAL)

CITY OF ST. PETERSBURG, FLORIDA

By: Brejesh Prayman, P.E., ENV SP, Director
   Engineering & Capital Improvements

DATE: ___________________________

APPROVED AS TO FORM FOR CONSISTENCY
WITH THE STANDARD TASK ORDER.
NO OPINION OR APPROVAL OF THE SCOPE
OF SERVICES IS BEING RENDERED BY
THE CITY ATTORNEY'S OFFICE

By: City Attorney (Designee)

WITNESSES:

Greeley and Hansen LLC
(Company Name)

By:  Reed Morehouse
    (Signature)
    Managing Director, Florida Engineering Operations
    (Printed Name and Title)

Date: 9/6/2017

By:  Tim Palmer
    (Signature)
    (Printed Name)
### ATTACHMENT 1

**COSME WTP OPTIMIZATION - DESIGN AND BIDDING**

**CITY PROJECT NO. 15060-111**

**AMENDMENT NO. 1 TO TASK ORDER NO. 12-07-GH/W**

**LABOR HOURS**

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<tr>
<th>TASK NO.</th>
<th>TASK DESCRIPTION</th>
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<th>TASK LABOR HOUR TOTALS</th>
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| LABOR HOUR TOTALS PER LABOR CATEGORY | 0 | 71 | 24 | 107 | 95 | 5 | 302 |

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CITY PROJECT NO. 15060-111
AMENDMENT NO. 1 TO TASK ORDER NO. 12-07-GHW

LABOR COST

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LABOR HOUR TOTALS PER LABOR CATEGORY/TASK 9 DIRECT COST ($)    12,745 $ TOTAL

DIRECT SALARY RATE - 2016

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9/5/2017 6:03 PM
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**Note:**
- Costs are for illustration only and may not reflect actual expenses.
- Each item description corresponds to a specific project cost.

---

**Attachment 1:**
- Additional documentation related to costs and project details.
MEMORANDUM
CITY OF ST. PETERSBURG
Engineering and Capital Improvements Department

TO: The Honorable Darden Rice, Chair, and City Councilmembers
FROM: Brejesh Prayman, P.E., ENV SP, Director
       Engineering & Capital Improvements Department
RE: Consultant Selection Information
    Firm: Greeley and Hansen, LLC
    Task Order No. 12-07-GH/W in the amount of $518,196

This memorandum is to provide information pursuant to City Council Policy and Procedures Manual, Chapter 3, Section I(F.) for agenda package information.

1. Summary of Reasons for Selection

   The project involves additional design services for the Cosme Optimization Project.

   Greeley and Hansen, LLC has satisfactorily completed preliminary analysis and design phase services for the Cosme Optimization Project. This work is a continuation of the design phase as it incorporates complementary items to be included in the design to increase efficiency as requested by Plant Staff.

   Greeley and Hansen, LLC has satisfactorily completed similar work under pervious A/E Annual Master Agreements in 2012, and is familiar with the Cosme Plant, Tampa Bay Water requirements and City Standards.

   Greeley and Hansen, LLC has significant experience in the design, permitting and construction phase activities of plant design and construction.

   This is the seventh Task Order of seventeen issued under the 2012 Master Agreement.

2. Transaction Report listing current work – See Attachment A
**ATTACHMENT A**

Transaction Report
for
Greeley & Hansen, LLC
Miscellaneous Professional Services for Potable Water, Wastewater and Reclaimed Water Projects
A/E Agreement Effective - November 20, 2012
A/E Agreement Expiration - November 19, 2016

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<th>Task Order No.</th>
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<td>Cosme WTP Bypass Test - Monitoring Services</td>
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<td>02</td>
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<td>Cosme WTP Optimization - Primary Design Report</td>
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<td>Downtown Water Mains Testing</td>
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<td>Water Transmission Mains Assessment &amp; Prevention Maintenance Program</td>
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**Total:** 1,809,693.21
TO: The Honorable Darden Rice, Chair, and Members of City Council

SUBJECT: A resolution authorizing the Mayor or his designee to execute Task Order No. 16-03-AUS/W to the architect/engineering agreement dated December 13, 2016 between the City of St. Petersburg, Florida ("City") and Arcadis U.S. Inc. ("A/E") for A/E to provide design and permitting services for the Oberly Pumping Station and Chemical Injection Project in an amount not to exceed $99,266 (Engineering Project No. 17106-111; Oracle No. 16059); and providing an effective date.

EXPLANATION: Oberly Pumping Station is located at 6198 66th Street North. The operations staff has requested that a chemical injection system be added to their Oberly Pumping Station facility. The station historically used chlorine gas injection capabilities but the majority of the equipment associated with the system has been removed and is obsolete. The chemical addition proposed at the pumping station includes chlorine (via liquid sodium hypochlorite) and ammonia, combined for disinfection, along with sodium hydroxide for pH adjustment. Chemical addition at the pump station is recommended to boost disinfectant residual levels, minimize the potential for nitrification, optimize distribution system pH, and provide backup disinfection capability to the Cosme Water Treatment Plant (WTP). The Cosme WTP will continue to treat water as it currently does to meet water quality regulatory requirements.

On November 3, 2016, City Council approved an A/E Agreement between the City of St. Petersburg and Arcadis, U.S., Inc. ("A/E") for potable water, wastewater, and reclaimed water projects.

Task Order No 16-03-AUS/W, in the amount of $99,260 will provide funding for design and permitting services for new chemical storage and feed equipment will be located within the existing building. The proposed work will include modifications to existing structures including demolition of remaining chlorine gas equipment, preparation of the space for new sodium hypochlorite, ammonia, and sodium hydroxide equipment, routing of new conduit and piping, and installation and startup of new chemical injection equipment. The new equipment will include chemical storage, feed pumps, mixing, and monitoring equipment.

A/E services during the construction phase will be provided to Council for approval as an Amendment to this Task Order.

Contractor costs for the improvements will be provided to Council for approval as a separate Agreement. The estimated construction cost for this Contract is less than $2,000,000.

RECOMMENDATION: Administration recommends the City authorize the Mayor or his designee to execute Task Order No. 16-03-AUS/W ("Task Order"), to the architect/engineering agreement dated December 13, 2016, between the City of St. Petersburg, Florida ("City") and Arcadis, U.S., Inc. ("A/E") for A/E to provide design services and permitting services for services for the Oberly Pumping Station and Chemical Injection Project in an amount not to exceed $99,260. (Engineering Project No. 17106-111; Oracle No. 16059).
COST/FUNDING INFORMATION: Funds have been previously appropriated in the Water Resources Capital Projects Fund (4003) OBE Chemical Addition FY17 Project (16059).

ATTACHMENTS: Resolution  
Task Order No. 16-03-AUS/W

APPROVALS:  

[Signature]  
[Signature]  
Administrative  
Budget
RESOLUTION NO. 2017-____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE TASK ORDER NO. 16-03-AUS/W TO THE ARCHITECT/ENGINEERING AGREEMENT DATED DECEMBER 13, 2016 BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA ("CITY") AND ARCADIS U.S. INC. ("A/E") FOR A/E TO PROVIDE DESIGN AND PERMITTING SERVICES FOR THE OBERLY PUMPING STATION AND CHEMICAL INJECTION PROJECT IN AN AMOUNT NOT TO EXCEED $99,260 (ENGINEERING PROJECT NO. 17106-111; ORACLE NO. 16059); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida ("City") and Arcadis, U.S., Inc. ("A/E") entered into an architect/engineering agreement on December 13, 2016 for A/E to provide miscellaneous professional services for Potable Water, Wastewater, and Reclaimed Water Projects; and

WHEREAS, Administration desires to issue Task Order No 16-03-AUS/W for A/E to provide professional design and permitting services for the Oberly Pumping Station and Chemical Injection Project in an amount not to exceed $99,260.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is hereby authorized to execute Task Order No. 16-03-AUS/W, to the architect/engineering agreement dated December 13, 2016 between the City of St. Petersburg, Florida ("City") and Arcadis, U.S., Inc. ("A/E") for A/E to provide design and permitting services for the Oberly Pumping Station and Chemical Injection Project in an amount not to exceed $99,260.

This resolution shall become effective immediately upon its adoption.

Approved by: 

[Signature]
City Attorney (Designee)
00348188

Approved by: 

[Signature]
Brijesh Prayman, P.E., SP, ENV
Engineering & Capital Improvements Director
This Task Order No. 16-03-AUS/W is made and entered into this ____ day of _________, 201__, pursuant to the ARCHITECT/ENGINEERING AGREEMENT FOR MISCELLANEOUS PROFESSIONAL SERVICES FOR POTABLE WATER, WASTEWATER AND RECLAIMED WATER PROJECTS dated December 13, 2016 ("Agreement") between Arcadis, U.S., Inc. ("A/E"), and the City of St. Petersburg, Florida ("City"), and upon execution shall become a part of the Agreement.

I. DESCRIPTION OF PROJECT

The City needs to implement chemical injection at its Oberly Pumping Station (site). The station historically had chlorine gas injection capabilities but the majority of the equipment associated with the system has been removed and is obsolete. The chemical addition proposed at the pumping station includes chlorine (via liquid sodium hypochlorite) and ammonia, combined for disinfection, along with sodium hydroxide for pH adjustment. Chemical addition at the pump station is recommended to boost disinfectant residual levels, minimize the potential for nitrification, optimize distribution system pH, and provide backup disinfection capability to the Cosme Water Treatment Plant (WTP). The Cosme WTP will continue to treat water as it currently does to meet water quality regulatory requirements.

New chemical storage and feed equipment will be located within the existing building. The proposed work will include modifications to existing structures including demolition of remaining chlorine gas equipment, preparation of the space for new sodium hypochlorite, ammonia, and sodium hydroxide equipment, routing of new conduit and piping, and installation and startup of new chemical injection equipment. No HVAC improvements are included. The new equipment will include chemical storage, feed pumps, mixing, and monitoring equipment.

II. SCOPE OF SERVICES

Task 1 – Project Management

The A/E will provide the following services for the project:
- Coordination between A/E Project Team and City Project Team.
- Manage project schedule and budget.
- Prepare and distribute agendas and supporting documentation for project meetings.
- Prepare and distribute meeting summaries from project meetings.
- Prepare and submit monthly progress reports and invoices.
2.2.1 Kick-off Meeting

The A/E will facilitate a kick-off meeting with the City at the project site to discuss project approach, schedule, key milestones, key contacts, and to obtain information from operations staff relative to existing conditions and operational requirements. Prior to the kick-off meeting, A/E will submit a proposed meeting agenda that will include (1) items to be discussed, (2) specific questions to be answered, and (3) additional data requests.

Immediately following the project kick-off meeting, A/E will visit the site with City staff to obtain input on the design, operational and maintenance considerations and requirements, and will gather and review additional pertinent information.

A/E will prepare and submit a meeting summary that documents discussions and action items from the kick-off meeting and facility site visit.

2.2.2 Data Collection and Review

The A/E will review existing documentation and recent operating and water quality data that will be used during the preliminary and detailed design of this project. The project team will review available City furnished information, including:

- Available operating reports and treatment performance data, including historical flow and pressure data at the Oberly Pumping Station; chlorine residuals, pH, alkalinity data at the Cosme WTP point of entry and at the Oberly Pumping Station from 2014 to present.
- "As-built" drawings of the Oberly Pumping Station obtained from CITY August 9, 2017
- Cosme Water Treatment Plant Evaluation Technical Memorandum, Draft/Final, dated November 2011 by Carollo
- Email correspondence to City from Odyssey Manufacturing Co., dated March 31, 2017
- Proposed water flowrates along with proposed chemical dosing ranges provided by CITY
2.2.3 Preparation of Preliminary Design

Based on the review of available data under Task 2.2.2 and information obtained in Task 2.2.1, the A/E will assess requirements for the new sodium hypochlorite, ammonia, and sodium hydroxide chemical feed systems. As part of this assessment, A/E will complete the following activities for these chemical systems:

- Confirm required dosages, feed rates, and metering pump selection
- Evaluate equipment arrangements and sizing requirements
- Participate in up to two design review meetings (2 hours each) with Job Order Contracting (JOC) Contractor and the City
- Develop concept level opinion of probable construction cost (EOPCC)
- Prepare a preliminary design which will include a construction schedule
- Prepare preliminary drawings, including: single line process diagram, a flow diagrams, site layout, equipment list, process and instrumentation diagrams, and electrical layout.
- Assess and summarize regulatory permitting requirements

A/E will summarize the above effort into a draft Preliminary Design memorandum summarizing the findings and recommendations for the chemical storage and feed systems. The memorandum will summarize the basis of design criteria, control philosophies, opinion of probable construction costs, proposed construction schedule, and construction phasing and sequencing plan. The draft memorandum will be submitted to the City for review and comment. Upon receiving comments, A/E will finalize the preliminary site layout, and a preliminary equipment list. This preliminary design will show the general arrangement of equipment along with proposed chemical injection locations, design recommendations and prepare a Final Preliminary Design Memorandum that addresses the City's comments.

2.2.4 Preliminary Design Review Meeting

Following submittal of the draft Preliminary Design Memorandum, a review meeting will be held between the A/E and the CITY to discuss the preliminary design. The CITY will provide input on the preliminary design and on the proposed method of procurement of the equipment install and start-up.

Task 3 – Final Design

Based upon the outcome of Task 2, the A/E will develop detailed design documents. The design drawings will be prepared in AutoCAD. Project specifications will be Technical Specifications only in CSI format, 2014 MasterFormat.

To expedite the project, the Final Design will be delivered at two stages, DRAFT and FINAL. At each stage, an EOPCC will be provided. The estimates will be prepared at a Class III level in accordance with American Association of Cost Engineers (AACE) guidelines.

Specific detailed design tasks include:
**Draft Detailed Design:** Based on the approved Preliminary Design Memorandum, A/E will prepare a draft design submittal composed of contract drawings (11" x 17") and draft technical specifications. The design submittal will include mechanical, structural, electrical, and instrumentation and controls design documents. One electronic copy will be submitted to the City for review. Staff comments will be acknowledged and comments will be incorporated into the subsequent design package.

A/E will prepare and lead one meeting to review the draft design submittal and discuss City comments within one week of submittal of the draft contract documents. A/E will prepare and distribute a meeting agenda and meeting summary documenting comments and action items from the design review meeting.

**Final (100%) Detailed Design:** Based on the approved draft submittal, A/E will prepare a final (100%) design submittal composed of contract drawings (11" x 17") and final technical specifications.

**Task 4 – Permitting**

The A/E will attend and participate in one pre-application meeting with each of the permitting agencies described within this task. The A/E will prepare permit applications and corresponding backup documentation. The CITY will sign permit applications as the Permittee and the A/E will sign as the Professional Engineer(s) in Responsible Charge of Designing Project. The A/E will submit permit applications to the responsible regulatory agency on behalf of the CITY. The CITY will pay all permit application fees. The anticipated permit applications are listed below:

- City Building Department
- Florida Department of Environmental Protection (FDEP) APPLICATION FOR A SPECIFIC PERMIT TO CONSTRUCT PWS COMPONENTS, FDEP Form 62-555.900(1).

The A/E will respond to up to two requests for additional information from each permitting agency.

**Task 5 – Allowance**

Any services not specifically provided for in the above Scope of Services, as well as any changes in the City’s requests will be considered additional services and will be performed at the A/E’s negotiated rates.

**III. Schedule**

A preliminary schedule of the work (calendar days from notice to proceed) is summarized below.
IV. A/E'S RESPONSIBILITIES

The A/E shall perform the tasks outlined in Section II. Scope of Services.

V. CITY'S RESPONSIBILITIES

City will provide requested data in electronic format for ease of compilation and evaluation.

VI. DELIVERABLES

All deliverables to be in electronic pdf format only.

Task 1
- Meeting Agendas and Summaries
- Monthly Progress Reports
- Monthly Invoices

Task 2.2.1
- Kick-off Meeting Agenda and Summary

Task 2.2.2
- Request for Additional Information (if necessary)

Task 2.2.3
- Preliminary Design Memorandum (draft and final)

Task 2.2.4
- Meeting Agenda and Summary
Task 3
  • Draft Contract Drawings and Technical Specifications
  • Final Contract Drawings and Technical Specifications

VII. A/E'S COMPENSATION

For Tasks 1 through 4, the CITY shall compensate the A/E the lump sum amount of $84,260.00.

This Task Order establishes an allowance in the amount of $15,000 for additional services not identified in the Scope of Services. Additional services may be performed only upon receipt of prior written authorization from the CITY and such authorization shall set forth the additional services to be provided by the A/E. The cost for any additional services shall not exceed the amount of the allowance set forth in this Task Order.

The total not to exceed amount for this Task Order is $99,260.00, per Appendix A.

VIII. PROJECT TEAM

The project team is comprised entirely by staff of Arcadis US, Inc. No subconsultants or subcontractors are required.

IX. MISCELLANEOUS

In the event of a conflict between this Task Order and the Agreement, the Agreement shall prevail.
IN WITNESS WHEREOF the Parties have caused this Task Order to be executed by their duly authorized representatives on the day and date first above written.

ATTEST

By: Chandrahasa Srinivasa  
   City Clerk  

(SEAL)  

CITY OF ST. PETERSBURG, FLORIDA

By: Brejesh Prayman, P.E., ENV SP, Director Engineering & Capital Improvements

DATE: ____________________________

APPROVED AS TO FORM FOR CONSISTENCY WITH THE STANDARD TASK ORDER. NO OPINION OR APPROVAL OF THE SCOPE OF SERVICES IS BEING RENDERED BY THE CITY ATTORNEY'S OFFICE

By: ____________________________  
   City Attorney (Designee)  

WITNESSES:

By: ____________________________  
   David O'Connor, PE – Associate Vice President  
   (Printed Name and Title)  

Date: ____________________________  

Arcadis U.S., Inc.  
(Company Name)

By: ____________________________  
   (Signature)  
   David O'Connor, PE – Associate Vice President  
   (Printed Name and Title)  

Date: 10/4/17  

Task Order No. 16-03-AUS/W  
Page 7 of 7
I. Manpower Estimate: All Tasks

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<th>Direct Labor Rates Classifications</th>
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<th>Senior Engineer (Mechanical/Process)</th>
<th>Engineer (Structural)</th>
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II. Fee Calculation

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<th>Subconsultant Services</th>
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III. Fee Limit

Lump Sum Cost: $84,260.00
Allowance: $15,000.00
Total: $99,260.00

IV. Notes:
1. Rates per contract.
2. Includes expenses for:
3. Includes 10 percent markup of SUBCONSULTANT (per contract).
4. Allowance to be used only upon City's written authorization.
MEMORANDUM
CITY OF ST. PETERSBURG
Engineering and Capital Improvements Department

TO: The Honorable Darden Rice, Chair, and City Councilmembers
FROM: Brejesh Prayman, P.E, ENV SP, Director
Engineering & Capital Improvements Department
RE: Consultant Selection Information
Task Order No. 16-03-AUS/W in the amount of $99,260

This memorandum is to provide information pursuant to City Council Policy and Procedures Manual, Chapter 3, Section I(F.) for agenda package information.

1. Summary of Reasons for Selection

The project involves process implementation and programing

Arcadis, U.S., Inc. has satisfactorily completed similar process development and implementation projects.

Arcadis, U.S., Inc. has satisfactorily completed similar work under previous A/E Annual Master Agreements in 2016, and is familiar with the City Standards.

Arcadis, U.S., Inc. has significant experience in process implementation.

This is the third Task Order of two issued under the 2016 Master Agreement. Task Order number two was canceled prior to initiating.

2. Transaction Report listing current work – See Attachment A
**ATTACHMENT A**

Transaction Report
for
Arcadis U.S. Inc

Miscellaneous Professional Services for Potable Water, Wastewater and Reclaimed Water Projects
A/E Agreement Effective - December 13, 2016
A/E Agreement Expiration - November 2, 2020

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<td>17106-111</td>
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TO: The Honorable Darden Rice, Chair, and Members of City Council

SUBJECT: A resolution authorizing the Mayor or his designee to execute Amendment No. 2 to Task Order No. CID-15-04-CBA, ("Task Order") as amended to the architect/engineering agreement dated December 23, 2015, between the City of St. Petersburg, Florida ("City") and Canerday, Belfsky and Arroyo, Inc. ("A/E") for A/E to provide additional design services for the Agriculture Education Building at Pioneer Settlement at Boyd Hill Nature Park, in an amount not to exceed $3,500, providing that the total Task Order, as amended, does not exceed $51,500.00 (Engineering Project No. 17227-017; Oracle No. 15904); and providing an effective date.

EXPLANATION: On December 23, 2015, the City Council approved an architect/engineering agreement with the professional consulting firm of Canerday, Belfsky, and Arroyo Architects, Inc., for Miscellaneous Professional Services for City Facility Improvement Projects.

On November 1, 2016, Task Order CID-15-04-CBA was administratively approved in the amount of $9,600 to provide professional architectural/engineering services for schematic design services for facility expansion to include a classroom area, small cooking/demonstration area, storage areas, mechanical room, restroom space, and large covered outside porch area with ceiling fans. The demolition and removal of the existing Pioneer building is also included in this scope.

On March 28, 2017, Amendment No. 1, was administratively approved in the lump sum amount of $38,400 for Task 2- Construction Documents and Task 3- Construction Administration, in accordance with the Task Order executed March 27, 2017.

On September 21, 2017 City Council accepted a bid from Eveland Brothers, Inc. in the amount of $598,652.36 for the construction of the new Agricultural Education Building at Pioneer Park. The project is primarily funded by a $500,000 grant from the Florida State Department of Agriculture. Upon request by the City, and subsequent to receipt of the construction bids, the grant agency approved deletion of the commercial cooking component of the grant which had increased the bids substantially. The Parks & Recreation Department and the Department of Agriculture agreed that the City can still fulfill the terms and intent of the grant without the cooking element. Upon approval of this item, the A/E will modify the plans to remove the cooking related element. The City will then negotiate with the contractor and receive a credit for the value of the items removed from the design as it was bid.

Amendment No. 2 to Task Order No. CID-15-04-CBA, in the amount of $3,500, provides funding for additional design and permitting services for A/E to modify the plans and delete the scope of the commercial cooking component.

Task Order No CID-15-04-CBA includes the following phases and associated not to exceed costs respectively:

Schematic Design Services (Approved) $9,600.00
Amendment No. 1 Construction Documents and Construction Administration  
(Approved) $38,400.00

Amendment No. 2 Additional Design (New) $3,500.00

Revised Total A/E fees $51,500.00

RECOMMENDATION: Administration recommends the City authorize the Mayor or his designee to execute Amendment No. 2 to Task Order No. CID-15-04-CBA, ("Task Order") as amended to the architect/engineering agreement dated December 23, 2015, between the City of St. Petersburg, Florida ("City") and Canerday, Belfsky and Arroyo, Inc. ("A/E") for A/E to provide additional design services for the Agriculture Education Building at Pioneer Settlement at Boyd Hill Nature Park, in an amount not to exceed $3,500, providing that the total Task Order, as amended, does not exceed $51,500.00 (Engineering Project No. 17227-017; Oracle No. 15904)

COST/FUNDING INFORMATION: Funds have been previously appropriated in the Agricultural Education Building at Boyd Hill Project (15904).

ATTACHMENTS: Resolution  
Amendment No. 2 to Task Order No. CID-15-04-CBA

APPROVALS:  
[Signature] Administrative  
[Signature] Budget
RESOLUTION NO. 2017-______

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AMENDMENT NO. 2 TO TASK ORDER NO. CID-15-04-CBA ("TASK ORDER") AS AMENDED TO THE ARCHITECT/ENGINEERING AGREEMENT DATED DECEMBER 23, 2015, BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA ("CITY") AND CANERDAY, BELFSKY AND ARROYO, INC. ("A/E") FOR A/E TO PROVIDE ADDITIONAL DESIGN SERVICES FOR THE AGRICULTURE EDUCATION BUILDING AT PIONEER SETTLEMENT AT BOYD HILL NATURE PARK, IN AN AMOUNT NOT TO EXCEED $3,500; PROVIDING THAT THE TOTAL TASK ORDER, AS AMENDED, SHALL NOT EXCEED $51,500 (ENGINEERING PROJECT NO. 17227-017; ORACLE NO. 15904); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida ("City") and Canerday, Belfsky and Arroyo, Inc. ("A/E") entered into an architect/engineering agreement on December 23, 2015 for A/E to provide miscellaneous professional city facility improvement projects; and

WHEREAS, on November 1, 2016, Administration issued Task Order CID-15-04-CBA ("Task Order") to A/E for A/E to provide professional architectural/engineering services for schematic design services for the agriculture education building at Pioneer Settlement at Boyd Hill Nature Park in an amount not to exceed $9,600; and

WHEREAS, on March 28, 2017, Administration issued Amendment No. 1 to the Task Order for A/E to prepare construction documents and provide construction administration services in an amount not to exceed $38,400; and

WHEREAS, Administration desires to issue Amendment No. 2 to the Task Order (as amended) for A/E to provide additional design and permitting services for A/E to modify the plans and delete the scope of the commercial cooking component in an amount not to exceed $3,500.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is authorized to execute Amendment No. 2 to Task Order No. CID-15-04-CBA ("Task Order") as amended, to the architect/engineering agreement dated December 23, 2015, between the City of St. Petersburg, Florida ("City") and Canerday, Belfsky and Arroyo, Inc. ("A/E") for A/E to provide additional design services for the Agriculture Education Building at Pioneer Settlement at Boyd Hill Nature Park, in an amount not to exceed $3,500, is hereby approved.

BE IT FURTHER RESOLVED that the total Task Order, as amended, shall not exceed $51,500.

This resolution shall become effective immediately upon its adoption.

Approved by:

[Signature]

Legal Department
By: (City Attorney or Designee)
00345901

Approved by:

[Signature]

Brigesh Prayman, P.E., SP, ENV
Engineering & Capital Improvements Director
AMENDMENT NO. 2 TO TASK ORDER NO. CID-15-04-CBA
AGRICULTURE EDUCATION BUILDING - PIONEER SETTLEMENT
CITY FACILITY IMPROVEMENT PROJECTS
CITY PROJECT NO. 17227-017

This Amendment No. 2 to Task Order No. CID-15-04-CBA is made and entered into this _____ day of ______________, 201__, pursuant to the ARCHITECT/ENGINEERING AGREEMENT FOR MISCELLANEOUS PROFESSIONAL SERVICES FOR CITY FACILITY IMPROVEMENT PROJECTS dated December 23, 2015 ("Agreement") between Canerday, Belfsky + Arroyo Architects, Inc. ("A/E"), and the City of St. Petersburg, Florida ("City"), and upon execution shall become a part of the Agreement.

I. DESCRIPTION OF PROJECT

Under the initial Task Order, the A/E was authorized to provide schematic design services for a new Agriculture Education Building.

Amendment No. 1 authorized the A/E to prepare construction documents and provide construction administration services for this project.

At the City's request, the A/E under Amendment No. 2, will delete all cooking elements from the construction documents.

II. SCOPE OF SERVICES

Task 4 - Revise Construction Documents to Delete Cooking Elements

• Review and delete all cooking related details and references on the drawings and specifications.
• Re-assemble the documents for submission to the Building Department for review and approval for construction.

III. SCHEDULE

Deliver revised documents to City within seven (7) days upon receiving authorization to proceed.

IV. A/E'S RESPONSIBILITIES

Provide services outlined in Section II, Scope of Services.

V. CITY'S RESPONSIBILITIES

Review and provide comments on document changes.
VI. DELIVERABLES

Revised Construction Documents - PDF format.

VII. A/E'S COMPENSATION

The A/E was authorized the lump sum amount of $9,600 under the initial Task Order for Task 1.

For Amendment No. 1, the A/E was authorized the lump sum amount of $38,400 for Tasks 2 - 3.

For Amendment No. 2, the City shall compensate the A/E the lump sum amount of $3,500, per Appendix A.

The total Task Order amount including Amendment Nos. 1 and 2 shall not exceed $51,500.

VIII. PROJECT TEAM

Complete Architectural and Engineering services is being provided as follows:
Architecture and Structural - Canerday, Belfsky & Arroyo Architects Inc.
Mechanical Engineering - Mashayekhi Consultants, Inc.

IX. MISCELLANEOUS

In the event of a conflict between this Amendment No. 2 to Task Order and the Agreement, the Agreement shall prevail.
IN WITNESS WHEREOF the Parties have caused this Amendment No. 2 to Task Order to be executed by their duly authorized representatives on the day and date first above written.

ATTEST

By: Chandrahasa Srinivasa
City Clerk

(SEAL)

APPROVED AS TO FORM FOR CONSISTENCY WITH THE STANDARD TASK ORDER.
NO OPINION OR APPROVAL OF THE SCOPE OF SERVICES IS BEING RENDERED BY THE CITY ATTORNEY'S OFFICE

By: City Attorney (Designee)

CITY OF ST. PETERSBURG, FLORIDA

By: Brejesh Prayman, P.E., ENV SP, Director Engineering & Capital Improvements

DATE: ____________________________

WITNESSES:

By: Canerday, Belfsky + Arroyo Architects, Inc. (Company Name)

By: Richard Belfsky (Signature)
RICHARD BELFSKY, PARTNER (Printed Name and Title)

Date: 04-26-17

By: Barbara Ann McNulty (Signature)
BARBARA ANN MCNUITY (Printed Name)
APPENDIX A
Work Task Breakdown
CITY of St. Petersburg
Agriculture Education Building - Pioneer Settlement
Project No. 17227-017

I. Manpower Estimate: All Tasks

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<tr>
<th>Direct labor Rates Classifications</th>
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**TASK**

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<th>Task Number</th>
<th>Labor Cost</th>
<th>Expenses</th>
<th>Subconsultant Services</th>
<th>Mark-up on Subconsultant Services</th>
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**Totals**

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II. Fee Calculation

III. Fee Limit

Total Lump Sum Cost: $3,500.00

IV. Notes:

1. Rate x overhead + profit (per contract).
2. Includes 5 percent markup of SUBCONSULTANT (per contract).
MEMORANDUM
CITY OF ST. PETERSBURG
Engineering and Capital Improvements Department

TO: The Honorable Darden Rice, Chair, and City Councilmembers

FROM: Brejesh Prayman, P.E., ENV SP, Director
Engineering & Capital Improvements Department

RE: Consultant Selection Information
Firm: Canerday, Belfsky + Arroyo Architects, Inc.
Task Order No. CID-15-04-CBA, Amendment No. 2 in the amount of $3,500.00

This memorandum is to provide information pursuant to City Council Policy and Procedures Manual, Chapter 3, Section I (F.) for agenda package information.

1. Summary of Reasons for Selection

Canerday, Belfsky + Arroyo, Architects Inc. (CBA), has successfully provided design services for the Agriculture Education Building at Pioneer Park.

Their prior involvement with the project involved providing design and construction documents for permitting, bidding and construction purposes. The project is funded by a Florida State Department of Agriculture grant in the amount of $500,000. On September 21st, 2017 City Council accepted an award from Eveland Brothers, Inc. in the amount of $598,652.36. Following receipt and review of the bids, Parks and Recreation Department staff contacted the Department of Agriculture to request approval for deletion of the commercial kitchen component of the project due to the considerable added mechanical, electrical and fire protection cost pertaining to this feature. Staff received confirmation from the State that a full commercial kitchen is not necessary to achieve the programmatic goals of the grant. In order to eliminate the costly cooking element, commercial hood and fire suppression system, the plans will need to be modified to reflect the changed condition.

The CBA team will be able to redesign the plans and then assist Engineering Construction in negotiating a reduction in construction cost from the contractor.

This is the forth Task Order of nine issued under the 2016 Master Agreement.

2. Transaction Report listing current work – see attachment A.
## ATTACHMENT A

Transaction Report for Canerday, Belfsky & Arroyo, Inc.

Miscellaneous Professional Services for Miscellaneous Professional Services for City Facility Improvement Projects - CAPITAL IMPROVEMENTS

A/E Agreement Effective - December 23, 2015
A/E Agreement Expiration - December 22, 2019

<table>
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<tr>
<th>Task Order No.</th>
<th>Project No.</th>
<th>Project Title</th>
<th>NTP Issued</th>
<th>Authorized Amount</th>
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<td>03/02/16</td>
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<td>15224-319</td>
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Total: 212,340.00
ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of November 20, 2017

TO: The Honorable Darden Rice, Chair, and Members of City Council

SUBJECT: A resolution authorizing the Mayor or his designee to execute Amendment No. 2 to Task Order No. 15-02-CAR/ENV ("Task Order"), as amended, to the architect/engineering agreement dated February 26, 2015 between the City of St. Petersburg, Florida ("City") and Cardno, Inc. ("a/e") for A/E to provide project oversight for the Soil Assessment & Interim Source Removal Project in an amount not to exceed $108,517.57; providing that the total task order, as amended, shall not exceed $197,941.49; approving a rescission of an unencumbered appropriation in the amount of $68,200 from the Infrastructure TBD FY18 Project (16164) in the City Facilities Capital Improvement Fund (3031); approving a supplemental appropriation in the amount of $68,200 from the unappropriated balance of the City Facilities Capital Improvement Fund (3031) resulting from the above rescission to the Environmental Cleanup Project 16 (15119), (Engineering Project No. 17104-110, Oracle Nos. 14117, 14668 and 15119); and providing an effective date.

EXPLANATION: On September 9, 2014, a limited lead assessment report was completed by Greenfield Environmental for the City of St Petersburg Police Gun Firing Range which identified the presence of lead concentrations above Soil Cleanup Target Levels (SCTLs) as defined in Chapter 62-77 Florida Administrative Code (FAC). The SCTL exceedances were noted along the roof drip line areas on all sides of the onsite structure from 0 to 4 inches below land surface (bls).

On May 16, 2016, an Environmental Oversight Letter Report was completed by Cardno, Inc which identified the presence of SCTL exceedances for metals (arsenic, cadmium, and copper) on the west side of the onsite structure.

On July 24, 2017, a Limited Soil Assessment Survey was completed by Greenfield Environmental which identified the presence of SCTL exceedances for metals (lead, arsenic, barium, copper). Lead SCTL exceedances were noted along the roof drip line on all sides of the onsite structure from 0 to 0.5 feet bls and near the NW corner of the structure from 0 to 2 feet bls. The remaining metals exceedances were generally noted on all sides of the structure from 0 to 2 feet bls, and 2 to 4 feet bls at select locations (where analyzed).
On February 26, 2015, the City of St. Petersburg, Florida and Cardno, Inc executed an architect/engineering agreement, for A/E to provide miscellaneous professional services for Environmental Services

On August 25, 2017, Task Order 15-02-CAR/ENV was administratively approved in the amount of $6,209.50 for scope of services to include, but not limited, to completion of soil borings and soil analyses to delineate the limits of contamination required for remediation.

On September 14, 2017, Amendment No. 1 to Task Order No. 15-02-CAR/ENV was approved in the amount of $83,214.42, for a total contract amount not to exceed of $89,423.92 which provided funding for the interim source removal activities identified under the additional assessment Task Order and reporting of the source removal activities.

Amendment No. 2 to Task Order No. 15-02-CAR/ENV provides for the project oversight of the removal of approximately 1,500 tons of non-hazardous contaminated soils and disposal of the non-hazardous contaminated soils.

Task Order No. 15-02-CAR/ENV and Amendment Nos. 1 and 2 to Task Order No. 15-02-CAR/ENV includes the following phases and associated not to exceed costs respectively:

<table>
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<tr>
<th>Phase</th>
<th>Cost</th>
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<td>Soil Boring Installation and Analysis (Approved)</td>
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</tr>
<tr>
<td>Source Removal and Reporting (Approved)</td>
<td>$83,214.42</td>
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<tr>
<td>Additional Source Removal and Reporting</td>
<td>$108,517.57</td>
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<tr>
<td>Revised Total A/E fees</td>
<td>$197,941.49</td>
</tr>
</tbody>
</table>

RECOMMENDATION: Administration recommends that City Council approve the attached Resolution authorizing the Mayor or his designee to execute Amendment No. 2 to Task Order No. 15-02-CAR/ENV (“Task Order”), as amended, to the architect/engineering agreement dated February 26, 2015 between the City of St. Petersburg, Florida (“City”) and Cardno, Inc. (“a/e”) for A/E to provide project oversight for the Soil Assessment & Interim Source Removal Project in an amount not to exceed $108,517.57; providing that the total task order, as amended, shall not exceed $197,941.49; approving a rescission of an unencumbered appropriation in the amount of $68,200 from the Infrastructure TBD FY18 Project (16164) in the City Facilities Capital Improvement Fund (3031); approving a supplemental appropriation in the amount of $68,200 from the unappropriated balance of the City Facilities Capital Improvement Fund (3031) resulting from the above rescission to the Environmental Cleanup Project 16 (15119), (Engineering Project No. 17104-110, Oracle Nos. 14117, 14668 and 15119); and providing an effective date.

COST/FUNDING INFORMATION: Funds will be available after the rescission of an unencumbered appropriation in the amount of $68,200 from the Infrastructure TBD FY18 Project (16164) in the City Facilities Capital Improvement Fund (3031) and a supplemental appropriation in the amount of $68,200 from the unappropriated balance of the City Facilities Capital Improvement Fund (3031) resulting from this rescission to the Environmental Cleanup Project 16 (15119). Following this appropriation in the amount of $68,200, the FY18 Infrastructure To Be Determined Project (16164) will have a balance of $131,800.

ATTACHMENTS: Resolution

Amendment No. 2 to Task Order No. 15-02-CAR/ENV
APPROVALS:  

Administrative  

Budget
A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AMENDMENT NO. 2 TO TASK ORDER NO. 15-02-CAR/ENV ("TASK ORDER"), AS AMENDED, TO THE ARCHITECT/ENGINEERING AGREEMENT DATED FEBRUARY 26, 2015 BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA ("CITY") AND CARDNO, INC. ("A/E") FOR A/E TO PROVIDE PROJECT OVERSIGHT FOR THE SOIL ASSESSMENT & INTERIM SOURCE REMOVAL PROJECT IN AN AMOUNT NOT TO EXCEED $108,517.57; PROVIDING THAT THE TOTAL TASK ORDER, AS AMENDED, SHALL NOT EXCEED $197,941.49; APPROVING A REVISION OF AN UNENCUMBERED APPROPRIATION IN THE AMOUNT OF $68,200 FROM THE INFRASTRUCTURE TBD FY18 PROJECT (16164) IN THE CITY FACILITIES CAPITAL IMPROVEMENT FUND (3031); APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $68,200 FROM THE UNAPPROPRIATED BALANCE OF THE CITY FACILITIES CAPITAL IMPROVEMENT FUND (3031) RESULTING FROM THE ABOVE RESCISSION TO THE ENVIRONMENTAL CLEANUP PROJECT 16 (15119), (ENGINEERING PROJECT NO. 17104-110, ORACLE NOS. 14117, 14668 AND 15119); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida and Cardno, Inc. ("A/E") entered into an architect/engineering agreement on February 26, 2015 for A/E to provide professional engineering services for the Soil Assessment & Interim Source Removal Project; and

WHEREAS, on August 25, 2017, Administration issued Task Order 15-02-CAR/ENV ("Task Order") in the amount of $6,209.50 for scope of services to include, but not limited to, completion of soil borings and soil analyses to delineate the limits of contamination required for remediation; and

WHEREAS, on September 14, 2017, City Council approved Amendment No. 1 to the Task Order in the amount of $83,214.42 for the interim source removal activities and reporting of the source removal activities; and

WHEREAS, Administration desires to issue Amendment No. 2 to Task Order, as amended, for A/E to provide project oversight of the removal of approximately 1,500 tons of non-hazardous contaminated soils and disposal of the non-hazardous contaminated soils in an amount not to exceed $108,517.57.
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is authorized to execute Amendment No. 2 to Task Order No. 15-02-CAR/ENV ("Task Order"), as amended, to the architect/engineering agreement dated February 26, 2015, between the City of St. Petersburg, Florida ("City") and Cardno, Inc. ("A/E") for A/E to provide project oversight for the Soil Assessment & Interim Source Removal Project in an amount not to exceed $108,517.57.

BE IT FURTHER RESOLVED that the total Task Order, as amended, shall not exceed $197,941.49.

BE IT FURTHER RESOLVED that the unencumbered appropriation in the amount of $68,200 in the City Facilities Capital Improvement Fund (3029), the Infrastructure TBD FY 18 Project (16164) is hereby rescinded.

BE IT FURTHER RESOLVED that there is hereby approved the following supplemental appropriation from the unappropriated balance of the Recreation and Culture Capital Improvement Fund (3029) for fiscal year 2018:

Recreation and Culture Capital Improvement Fund (3029) Environmental Cleanup Project 16 (15119) $68,200

This resolution shall become effective immediately upon its adoption.
This Amendment No. 2 to Task Order No. 15-02-CAR/ENV is made and entered into this ______ day of ____________, 201__, pursuant to the ARCHITECT/ENGINEERING AGREEMENT FOR MISCELLANEOUS PROFESSIONAL SERVICES FOR ENVIRONMENTAL SERVICES PROJECTS dated February 26, 2015 ("Agreement") between Cardno, Inc. ("A/E"), and the City of St. Petersburg, Florida ("City"), and upon execution shall become a part of the Agreement.

I. DESCRIPTION OF PROJECT

Historically completed soil assessment activities identified various heavy metals (barium, arsenic, lead, and copper) that exceeded their respective Soil Cleanup Target Levels (SCTLs) as defined in Chapter 62-777 FAC. Based on the historical laboratory analytical data, A/E conducted supplemental soil assessment activities of the site to confirm previous soil assessment data and to attempt to delineate horizontal and vertical impacts (Amendment No. 1 to Task Order 15-02-CAR/ENV). Based on the supplemental results, the following was noted:

- Lead analytical lead impacts are identified hazardous concentrations of lead impacts at the building appeared to be limited to the shallow surficial, soil layer (i.e., low land surface [b/s]). Removal of this hazardous material was conducted under Amendment 1.
- Supplemental assessment activities identified heavy metals impacts. Full delineation of these impacts was achieved under Amendment 1.
- Assessment activities conducted in the "eastern drip line area" and within the foot-print of the proposed new construction also confirmed previous heavy metals impacts. Full delineation of these impacts was achieved under Amendment 1.

As a result of the assessment activities noted above, the additional areas of impacted soil exceeding regulatory criteria that remain onsite were identified. Areas of contamination that were identified as hazardous waste were excavated and disposed of properly under Amendment 1 of this Task Order. Additional tasks accomplished under Amendment 1 included further assessment of the site to identify the extent of the non-hazardous soils that are proposed to be disposed of with this amendment. These identified impacts should be addressed prior to construction of the proposed site improvements. To support site improvement activities, and to address shallow soil impacts and other environmental conditions onsite, A/E recommends: excavating and disposing of impacted soils that may affect site improvement activities, and conducting confirmatory sampling, as needed, and reporting.
II. SCOPE OF SERVICES

TASK 3: Interim Source Removal - Supplemental

Based on the currently available analytical data, up to an estimated 1,500 tons of non-hazardous material exceeding SCTL's will be excavated for offsite disposal at an approved facility. It is A/E's understanding that the City will use internal resources to conduct excavation, loading and backfilling activities. A/E will provide technical oversight, contract for transportation and disposal services and confirmatory sampling. The excavated areas will be completed by the City with backfill from an offsite source. Impacted soil areas and volumes to be removed will be determined following the receipt of the analytical data associated with Task 1. Confirmatory sampling will not be conducted, excavation will be extended to the know limits on contamination based on existing soil boring analytical data.

TASK 4: Reporting - Supplemental

A/E will provide an Interim Source Removal Report documenting the results of the source removal activities. Any data in tabular and graphic forms will be included, compared to applicable criteria (i.e. FDEP SCTLs). Waste disposal manifests and weigh tickets will also be included to document the amount of impacted material removed from the site.

TASK 5: Environmental Oversight during Construction

Cardno will provide limited environmental oversight of the Contractor during construction in areas of known or potential contamination/debris to safeguard the human health and the environment and to confirm proper management, handling and disposal of impacted material if encountered. Potentially impacted soil will be containerized.

TASK 6: Soil Stockpile Sampling, Analysis and Disposal

Cardno will collect three (3) soil samples from the stockpiled/staged soils generated during construction for laboratory analysis of heavy metals and related contaminants of concerns (COCs) based on the volume of soil to be disposed of and the thermal treatment facility's requirements. The volume of soil requiring disposal is not known at this time but is anticipated to be less than 15 cubic yards.

III. SCHEDULE

- Interim source removal activities will be completed based on the City’s schedule for removing the impacted material.
- Reporting will be completed upon receipt of waste disposal manifests and weigh tickets.

IV. A/E'S RESPONSIBILITIES

The A/E will perform all services outlined in Section II, Scope of Services.
V. CITY'S RESPONSIBILITIES

The City's responsibilities are as follows:
• Ensure that excavation area(s) will be accessible to the A/E and its subcontractors for the duration required to complete the scoped activities.
• Provide waste manifest approval and signature as generator.

VI. DELIVERABLES

A draft report will be provided to the City for comment. The report will include: scaled figures depicting soil boring and excavation locations, copies of all applicable field notes logs, copies of all applicable laboratory analytical reports, and waste manifests along with associated weigh tickets. A/E will address said comments from the draft report and deliver a final report to the City.

VII. A/E'S COMPENSATION

The A/E was authorized the not-to-exceed amount of $6,209.50 under the initial Task Order for Task 1 (a $2,846.41 Allowance was included but not authorized).

For Amendment No. 1, Tasks 3 and 4, the City authorized the A/E the not-to-exceed amount of $83,214.42 (approved by City Council on September 14, 2017).

For Amendment No. 2, Tasks 3, 4, 5 and 6, the City shall compensate the A/E the not-to-exceed amount of $98,517.57.

Amendment No. 2 to the Task Order establishes an additional Allowance in the amount of $10,000.00 for additional services not identified in the Scope of Services. Additional services may be performed only upon receipt of prior written authorization from the City and such authorization shall set forth the additional services to be provided by the A/E. The cost for any additional services shall not exceed the amount of the allowance set forth in this Amendment No. 2 to the Task Order.

The total for Amendment No. 2 including Allowance is $108,517.57, per Appendix A.

The total Task Order amount including Amendment Nos. 1 and 2 shall not exceed $197,941.49.

VIII. PROJECT TEAM

• Cardno, Inc.
• WD Environmental Services, Inc. - Subcontracted Source Removal

IX. MISCELLANEOUS

In the event of a conflict between this Amendment No. 2 to Task Order and the Agreement, the Agreement shall prevail.
IN WITNESS WHEREOF the Parties have caused this Amendment No. 2 to Task Order to be executed by their duly authorized representatives on the day and date first above written.

ATTEST

By: ________________________________
Chandrahasa Srinivasa
City Clerk

(SEAL)

CITY OF ST. PETERSBURG, FLORIDA

By: ________________________________
Brejesh Prayman, P.E., ENV SP, Director
Engineering & Capital Improvements

DATE: ________________________________

APPROVED AS TO FORM FOR CONSISTENCY WITH THE STANDARD TASK ORDER.
NO OPINION OR APPROVAL OF THE SCOPE OF SERVICES IS BEING RENDERED BY THE CITY ATTORNEY'S OFFICE

By: ________________________________
City Attorney (Designee)

Cardno, Inc.
(Company Name)

By: ________________________________
(Signature)
Steven P. Howarth, PE / Sr. Principal
(Printed Name and Title)

Date: 11-2-17

WITNESSES:

By: ________________________________
(Signature)
Shawn Lasseter
(Printed Name)

By: ________________________________
(Signature)
Bryan L. Zarlenga, PE
(Printed Name)
APPENDIX A

Work Task Breakdown
St. Petersburg Police Firing Range - Assessment and Remediation
Project No. 17104-110

I. Manpower Estimate: All Tasks

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<th>Direct Labor Rates Classifications</th>
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<th>Project Manager</th>
<th>Field Technician</th>
<th>Project Engineer/Geologist</th>
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| TASK | Interim Source Removal - Supplemental | 5 | 12 | 30 | 30 | 77 | $8,083.92 |
| TASK | Reporting - Supplemental               | 4 | 15 | 20 | 2  | 41 | $4,783.23 |
| TASK | Environmental Oversight during Construction | 2 | 4  | 10 |  | 16 | $1,856.02 |
| TASK | Soil Stockpile Sampling, Analysis and Disposal | 2 | 4  | 10 |  | 18 | $1,856.02 |

| TASK | Totals | 13 | 35 | 50 | 50 | 2  | 150 | $16,579.17 |

II. Expenses

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<td>Sampling Vehicle (3 days at $150/day)</td>
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<td>Equipment (1 day Soil Assessment Kit @ $450/day)</td>
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<td>Sampling Vehicle (1 day at $150/day)</td>
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III. Fee Calculation

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<th>Cardno Expenses</th>
<th>Subconsultant Costs (Including 5% Markup)</th>
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IV. Fee Limit

Not-to-Exceed Cost: $98,517.57
Allowance: $10,000.00
Total: $108,517.57

Amendment No. 2 to Task Order No. 15-02-CARIENV
Page 1 of 1
### Transaction Report
for
Cardno, Inc.

**Miscellaneous Professional Services for Environmental Services**

**A/E Agreement Effective - February 26, 2015**

**A/E Agreement Expiration - February 26, 2019**

<table>
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<tr>
<th>Task Order No.</th>
<th>Project No.</th>
<th>Project Title</th>
<th>NTP Issued</th>
<th>Authorized Amount</th>
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<td>16016-110</td>
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<td>17,402.37</td>
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<td>17104-110</td>
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<td>Total: 107,342.97</td>
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Edited: 10/23/2017  
Page 1 of 1
MEMORANDUM
CITY OF ST. PETERSBURG
Engineering and Capital Improvements Department

TO: The Honorable Darden Rice, Chair, and City Councilmembers
FROM: Brejesh Prayman, P.E., ENV SP, Director
Engineering & Capital Improvements Department
RE: Consultant Selection Information
Firm: Cardno, Inc
Task Order No. 15-02-CAR/ENV in the amount of $108,517.57

This memorandum is to provide information pursuant to City Council Policy and Procedures Manual, Chapter 3, Section I(F.) for agenda package information.

1. Summary of Reasons for Selection

The project environmental site assessment, classification and remediation

Cardno, Inc. has satisfactorily completed condition assessments and identification. This work is a continuation of the previous condition assessment.

Cardno, Inc. has satisfactorily completed similar work under pervious A/E Annual Master Agreements in 2015, and is familiar with the City Standards.

Cardno, Inc. has significant experience in environmental site remediation.

This is the second Task Order of two issued under the 2015 Master Agreement.

2. Transaction Report listing current work – See Attachment A
CITY OF ST. PETERSBURG
MEMORANDUM

TO: The Honorable Chair, and Members of City Council

FROM: Chan Srinivasa, City Clerk

DATE: November 13, 2017

SUBJECT: Declaring the Results of the General Election held on November 7, 2017

Attached, for your approval, is a resolution confirming the results of the general election (as certified by the Pinellas County Canvassing Board and documented in the attached certificate) and declaring the top vote-getters in each race as the general elected candidate. This resolution also confirms that no general election was needed for Council District 8 (with only one candidate, no elections are needed) and documents the results of the Charter Amendment and the two Referendum questions presented to the electorate, and.

Please contact me if you have any questions.
A RESOLUTION ACCEPTING CERTIFIED RESULTS OF THE GENERAL ELECTION HELD ON NOVEMBER 7, 2017; DECLARING CERTAIN CANDIDATES FOR MAYOR AND FOR COUNCIL DISTRICTS 2, 4, 6, AND 8 AS ELECTED TO OFFICE; DECLARING THE RESULTS OF THE CHARTER AMENDMENT AND TWO REFERENDUM QUESTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in accordance with City Charter section 5.05(b), a general election was held on November 7, 2017, for the purpose of electing the Mayor and Council Members for Council Districts 2, 4, and 6; and

WHEREAS, a general election was not held for Council Member for the purpose of electing a Council Member for Council District 8 because only one candidate qualified as a nominee for that office; and

WHEREAS, a proposed Charter Amendment and two referendum questions were also included on the general election ballot; and

WHEREAS, the general election was held on November 7, 2017; and

WHEREAS, pursuant to Charter section 5.05(d), the Pinellas County Canvassing Board (the “Canvassing Board”) was responsible for canvassing the returns for this general election; and

WHEREAS, the Canvassing Board met on the November 10, 2017, and proceeded, in accordance with applicable provisions of the Florida Election Code, to canvass the election results, conduct any recount required, and certify the results of the general election; and

WHEREAS, now that the results of the general election have been certified by the Canvassing Board and provided to the City Clerk, the City Council desires to declare certain candidates as elected to office and declare the results of the proposed Charter Amendment and the two resolution questions.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of St. Petersburg, Florida, accepts the certified results of the Canvassing Board, as summarized below:

<table>
<thead>
<tr>
<th>Overall (Includes Non-City Races)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Active Registered Voters</td>
<td>639,329</td>
</tr>
<tr>
<td>Ballots Cast</td>
<td>172,778</td>
</tr>
<tr>
<td>Voter Turnout</td>
<td>27.02%</td>
</tr>
</tbody>
</table>
## Mayor

<table>
<thead>
<tr>
<th>Candidate</th>
<th>Percent</th>
<th>Votes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rick Baker</td>
<td>48.37</td>
<td>32,353</td>
</tr>
<tr>
<td>* Rick Kriseman</td>
<td>51.63</td>
<td>34,539</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>100.00</td>
<td>66,892</td>
</tr>
</tbody>
</table>

## Council District 2

<table>
<thead>
<tr>
<th>Candidate</th>
<th>Percent</th>
<th>Votes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Barclay Richard Harless</td>
<td>38.90</td>
<td>21,920</td>
</tr>
<tr>
<td>* Brandi J. Gabbard</td>
<td>61.10</td>
<td>34,434</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>100.00</td>
<td>56,354</td>
</tr>
</tbody>
</table>

## Council District 4

<table>
<thead>
<tr>
<th>Candidate</th>
<th>Percent</th>
<th>Votes</th>
</tr>
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<tbody>
<tr>
<td>* Darden Janell Rice</td>
<td>72.64</td>
<td>41,914</td>
</tr>
<tr>
<td>Jerick Wilson Johnston</td>
<td>27.36</td>
<td>15,786</td>
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<td><strong>Total</strong></td>
<td>100.00</td>
<td>57,700</td>
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## Council District 6

<table>
<thead>
<tr>
<th>Candidate</th>
<th>Percent</th>
<th>Votes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Justin Bean</td>
<td>44.93</td>
<td>25,374</td>
</tr>
<tr>
<td>* Gina Drisoll</td>
<td>55.07</td>
<td>31,103</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>100.00</td>
<td>56,477</td>
</tr>
</tbody>
</table>
Charter Amendment

Modifying prohibition on Council Members expressing opinions concerning certain decisions on employment and board membership

The City Charter currently prohibits Council Members from directing or requesting the appointment or removal of City employees except senior management employees. Shall the Charter be amended in accordance with ordinance 288-H to allow Council Members to express opinions concerning creation of new positions classified as management or professional non-management, changes to membership on boards or commissions of the City, and appointment or removal of City Council Office staff?

<table>
<thead>
<tr>
<th></th>
<th>Percent</th>
<th>Votes</th>
</tr>
</thead>
<tbody>
<tr>
<td>* Yes</td>
<td>56.30</td>
<td>34,293</td>
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<tr>
<td>No</td>
<td>43.70</td>
<td>26,619</td>
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<td>Total</td>
<td>100.00</td>
<td>60,912</td>
</tr>
</tbody>
</table>

No. 1 Referendum Question

Authorizing agreement not exceeding 20 years for management of baseball complex at Walter Fuller Park

May City Council approve an agreement regarding the management and operation of the portion of Walter Fuller Park currently known as the Walter Fuller Baseball Complex under conditions set forth in ordinance 289-H? These conditions include: term not exceeding 20 years; continued use for primary purposes of baseball, other sports, and related activities; no change to current boundary; limits on additional structures; and manager commits to fund minimum of $300,000 in upgrades and improvements.

<table>
<thead>
<tr>
<th></th>
<th>Percent</th>
<th>Votes</th>
</tr>
</thead>
<tbody>
<tr>
<td>* Yes</td>
<td>84.17</td>
<td>50,537</td>
</tr>
<tr>
<td>No</td>
<td>15.83</td>
<td>9,505</td>
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<tr>
<td>Total</td>
<td>100.00</td>
<td>60,042</td>
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</tbody>
</table>
No. 2 Referendum Question

Partially releasing restrictive covenant on former City property now part of The Vinoy Renaissance Resort

After referendum approval in 1984, the Vinoy Park Hotel Company conveyed the City a waterfront park parcel in exchange for the Baywood Park and Edgewater interior parcels, subject to certain restrictions. Shall the City now partially release those restrictions for approximately 2.3 acres of that property to permit The Vinoy Renaissance St. Petersburg Resort to construct a one-story parking garage with elevated tennis courts, subject to conditions set forth in ordinance 290-H?

<table>
<thead>
<tr>
<th>Percent</th>
<th>Votes</th>
</tr>
</thead>
<tbody>
<tr>
<td>* Yes</td>
<td>63.01</td>
</tr>
<tr>
<td></td>
<td>38,357</td>
</tr>
<tr>
<td>No</td>
<td>36.99</td>
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<td></td>
<td>22,518</td>
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<tr>
<td>Total</td>
<td></td>
</tr>
<tr>
<td></td>
<td>60,875</td>
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</tbody>
</table>

BE IT FURTHER RESOLVED that the candidate receiving the highest number of votes cast for each office on the ballot, as indicated by asterisks in the summary above, is declared elected to the applicable office pursuant to Charter section 5.05(b).

BE IT FURTHER RESOLVED that Amy Elizabeth Foster, as the only candidate nominated for Council Member for Council District 8, is declared elected to that office pursuant to Charter section 5.05(a).

BE IT FURTHER RESOLVED that the Charter Amendment on the ballot, having been approved by a majority of the electors voting on such amendment, is declared approved pursuant to Florida Statutes section 166.031(2) and City ordinance 288-H.

BE IT FURTHER RESOLVED that the No. 1 Referendum Question on the ballot, having been approved by a majority of the vote at a City-wide referendum, is declared approved pursuant to City Charter section 1.02 and City ordinance 289-H.

BE IT FURTHER RESOLVED that the No. 2 Referendum Question on the ballot, having been approved by a majority of the vote at a City-wide referendum, is declared approved pursuant to City Charter section 1.02 and City ordinance 290-H.

This resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

City Attorney (or Designee)

4 of 4
CERTIFICATE OF COUNTY CANVASSING BOARD

STATE OF FLORIDA

Pinellas County

We, the undersigned, John Carassas, County Judge; Herb Polson, Alternate Canvassing Board Member; and Deborah Clark, Supervisor of Elections, constituting the Board of County Canvassers in and for said County, do hereby certify that we met on the 10th of November, A.D., 2017, and proceeded publicly to canvass the votes given for the County Referendum and Municipal General Elections held on the 7th day of November, A.D., 2017 as shown by the returns on file in the office of the Supervisor of Elections. We do hereby certify from said returns as follows:

For City of Seminole, Council Member (Vote for up to Two), the whole number of votes cast was 5,557, of which number

- Tom Christy received 1,061 votes
- Roger Edelman received 1,955 votes
- Bob Matthews received 1,930 votes
- Joseph E. Pacelli received 611 votes

For City of St. Petersburg, Mayor (Vote for One), the whole number of votes cast was 66,892, of which number

- Rick Baker received 32,353 votes
- Rick Kriseman received 34,539 votes

For City of St. Petersburg, Council Member, District 2 (Vote for One), the whole number of votes cast was 56,354, of which number

- Brandi Gabbard received 34,434 votes
- Barclay Harless received 21,920 votes

For City of St. Petersburg, Council Member, District 4 (Vote for One), the whole number of votes cast was 57,700, of which number

- Jerick Johnston received 15,786 votes
- Darden Rice received 41,914 votes

For City of St. Petersburg, Council Member, District 6 (Vote for One), the whole number of votes cast was 56,477, of which number

- Justin Bean received 25,374 votes
- Gina Driscoll received 31,103 votes
For Pinellas County, Proposed Referendum Question

Ten (10) Year Extension of the Penny for Pinellas One-Cent Infrastructure Sales Surtax

Shall the levy of the Penny for Pinellas one-cent Infrastructure sales surtax be extended for an additional ten (10) years to finance county and municipal projects, including roads, bridges, flood and sewer spill prevention, water quality, trails, parks, environmental preservation, public safety facilities, hurricane sheltering, vehicles, technology, land acquisition for affordable housing, capital projects supporting economic development (pursuant to section 212.055(2)(d)3, Florida Statutes), and other authorized infrastructure projects.

FOR the one-cent sales tax 139,780 votes
AGAINST the one-cent sales tax 29,407 votes

For City of Clearwater, Proposed Referendum Question

Improvements to and use of Downtown Clearwater Waterfront

Shall City Charter Section 2.01(d)(6) be amended as provided in Ordinance 9063-17 to allow construction and maintenance of certain improvements including playgrounds, water features, artwork, a boathouse, Marina office, restrooms, surface parking, roadways, plazas, sidewalks, trails, elevated walkways, boardwalks, benches, picnic tables, water fountains, litter receptacles and similar amenities, to support active and passive uses of the city owned Downtown Waterfront, generally bounded by Pierce St., Drew St., the Bluff and the water?

YES 11,490 votes
NO 3,676 votes

For City of Dunedin, Proposed Charter Amendment

No. 1 Charter Amendment

Amends Charter to change date when Vice-Mayor is selected by City Commission

Shall Section 3.05 of the City Charter be amended to change the date when the Vice-Mayor is selected by the City Commission from the first meeting after the election to the first regular meeting in December?

YES 4,487 votes
NO 1,375 votes

For City of Dunedin, Proposed Charter Amendment

No. 2 Charter Amendment

Amends Charter to change timeframe when special election is held after vacancy on City Commission

Shall Section 3.06(d) of the City Charter be amended to change the requirement of a special election being held within one hundred eighty (180) days, instead of ninety (90) days if a vacancy on the City Commission occurs?

YES 3,208 votes
NO 2,695 votes
For City of Dunedin, Proposed Charter Amendment

No. 3 Charter Amendment

**Amends Charter to require forty eight (48) hours' notice for Special Commission meetings**

Shall Section 3.08(a) of the City Charter be amended to require, whenever practicable, that no less than forty-eight (48) hours' notice be given for Special Commission meetings instead of twelve (12) hours?

**YES 5,368 votes**

**NO 473 votes**

For City of Dunedin, Proposed Charter Amendment

No. 4 Charter Amendment

**Amends title of Section 5.01 of the Charter**

Shall the title of Section 5.01 of the City Charter be amended from the title of Elections to the title of Electors?

**YES 3,657 votes**

**NO 1,956 votes**

For City of Dunedin, Proposed Charter Amendment

No. 5 Charter Amendment

**Amends Charter to require the City Commission to establish a code of ethics**

Shall Section 6.04 of the City Charter be amended to make it mandatory that the City Commission establish a code of ethics for elected officials and employees of the City?

**YES 5,470 votes**

**NO 400 votes**

For City of St. Petersburg, Proposed Charter Amendment

**Modifying prohibition on Council Members expressing opinions concerning certain decisions on employment and board membership**

The City Charter currently prohibits Council Members from directing or requesting the appointment or removal of City employees except senior management employees. Shall the Charter be amended in accordance with ordinance 288-H to allow Council Members to express opinions concerning creation of new positions classified as management or professional non-management, changes to membership on boards or commissions of the City, and appointment or removal of City Council Office staff?

**YES 34,293 votes**

**NO 26,619 votes**
For City of St. Petersburg, Proposed Referendum Question

No. 1 Referendum Question

Authorizing agreement not exceeding 20 years for management of baseball complex at Walter Fuller Park

May City Council approve an agreement regarding the management and operation of the portion of Walter Fuller Park currently known as the Walter Fuller Baseball Complex under conditions set forth in ordinance 289-H? These conditions include: term not exceeding 20 years; continued use for primary purposes of baseball, other sports, and related activities; no change to current boundary; limits on additional structures; and manager commits to fund minimum of $300,000 in upgrades and improvements.

YES 50,537 votes

NO 9,505 votes

For City of St. Petersburg, Proposed Referendum Question

No. 2 Referendum Question

Partially releasing restrictive covenant on former City property now part of The Vinoy Renaissance Resort

After referendum approval in 1984, the Vinoy Park Hotel Company conveyed the City a waterfront park parcel in exchange for the Baywood Park and Edgewater interior parcels, subject to certain restrictions. Shall the City now partially release those restrictions for approximately 2.3 acres of that property to permit The Vinoy Renaissance St. Petersburg Resort to construct a one-story parking garage with elevated tennis courts, subject to conditions set forth in ordinance 290-H?

YES 38,357 votes

NO 22,518 votes

Total ballots cast were 172,778 for a 27.02 percent turnout.

We certify that pursuant to Section 102.112, Florida Statutes, the canvassing board has compared the number of persons who voted with the number of ballots counted and that the certification includes all valid votes cast in the election.

John Carassas, County Judge

Herb Polson, Alternate Canvassing Board Member

Deborah Clark, Supervisor of Elections
## Final Official Results

**County Ref: Pinellas County, FL**

**November 7, 2017**

### Total Votes

<table>
<thead>
<tr>
<th>Precincts Counted (of 301)</th>
<th>301</th>
<th>100.00</th>
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</thead>
<tbody>
<tr>
<td>Registered Voters - Total</td>
<td>639,329</td>
<td></td>
</tr>
<tr>
<td>Ballots Cast - Total</td>
<td>172,778</td>
<td>37.710</td>
</tr>
<tr>
<td>Voter Turnout - Total</td>
<td>27.02</td>
<td></td>
</tr>
</tbody>
</table>

### City of Seminole Council Member

**(VOTE FOR) 2**

<table>
<thead>
<tr>
<th>Candidate</th>
<th>Votes</th>
<th>%</th>
<th>ED</th>
<th>MB</th>
<th>EV</th>
<th>Provis</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tom Christy</td>
<td>1,061</td>
<td>19.08</td>
<td>111</td>
<td>940</td>
<td>10</td>
<td>0</td>
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<tr>
<td>Roger Edelman</td>
<td>1,955</td>
<td>35.18</td>
<td>226</td>
<td>1,714</td>
<td>15</td>
<td>0</td>
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<tr>
<td>Bob Matthews</td>
<td>1,930</td>
<td>34.73</td>
<td>237</td>
<td>1,684</td>
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<tr>
<td>Joseph E. Pacelli</td>
<td>411</td>
<td>11.00</td>
<td>64</td>
<td>539</td>
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<tr>
<td><strong>Total</strong></td>
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<td></td>
<td>638</td>
<td>4,877</td>
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<tr>
<td>Over Votes</td>
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<td></td>
<td>0</td>
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<tr>
<td>Under Votes</td>
<td>1,179</td>
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<td>136</td>
<td>1,035</td>
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</tbody>
</table>

### City of St. Petersburg Mayor

**(VOTE FOR) 1**

<table>
<thead>
<tr>
<th>Candidate</th>
<th>Votes</th>
<th>%</th>
<th>ED</th>
<th>MB</th>
<th>EV</th>
<th>Provis</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rick Baker</td>
<td>32,353</td>
<td>48.37</td>
<td>11,996</td>
<td>19,836</td>
<td>509</td>
<td>12</td>
</tr>
<tr>
<td>Rick Kriseman</td>
<td>34,539</td>
<td>51.63</td>
<td>12,925</td>
<td>20,436</td>
<td>1,170</td>
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<tr>
<td><strong>Total</strong></td>
<td>66,892</td>
<td></td>
<td>24,921</td>
<td>40,272</td>
<td>1,679</td>
<td>20</td>
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<tr>
<td>Over Votes</td>
<td>7</td>
<td></td>
<td>0</td>
<td>7</td>
<td>0</td>
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<tr>
<td>Under Votes</td>
<td>314</td>
<td></td>
<td>87</td>
<td>220</td>
<td>7</td>
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</table>

### City of St. Petersburg Council Member - District 2

**(VOTE FOR) 1**

<table>
<thead>
<tr>
<th>Candidate</th>
<th>Votes</th>
<th>%</th>
<th>ED</th>
<th>MB</th>
<th>EV</th>
<th>Provis</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brandi Gabbard</td>
<td>34,434</td>
<td>61.10</td>
<td>13,687</td>
<td>19,863</td>
<td>879</td>
<td>5</td>
</tr>
<tr>
<td>Barclay Harless</td>
<td>21,920</td>
<td>38.90</td>
<td>6,828</td>
<td>14,516</td>
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<tr>
<td><strong>Total</strong></td>
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<td>4</td>
<td>13</td>
<td>1</td>
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<tr>
<td>Under Votes</td>
<td>10,841</td>
<td></td>
<td>4,489</td>
<td>6,107</td>
<td>240</td>
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### City of St. Petersburg Council Member - District 4

**(VOTE FOR) 1**

<table>
<thead>
<tr>
<th>Candidate</th>
<th>Votes</th>
<th>%</th>
<th>ED</th>
<th>MB</th>
<th>EV</th>
<th>Provis</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jerick Johnston</td>
<td>15,786</td>
<td>27.36</td>
<td>6,201</td>
<td>9,286</td>
<td>296</td>
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<td>Darden Rice</td>
<td>41,914</td>
<td>72.64</td>
<td>14,659</td>
<td>26,023</td>
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<td><strong>Total</strong></td>
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<td>4,146</td>
<td>5,184</td>
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### City of St. Petersburg Council Member - District 6

**(VOTE FOR) 1**

<table>
<thead>
<tr>
<th>Candidate</th>
<th>Votes</th>
<th>%</th>
<th>ED</th>
<th>MB</th>
<th>EV</th>
<th>Provis</th>
</tr>
</thead>
<tbody>
<tr>
<td>Justin Bean</td>
<td>25,374</td>
<td>44.93</td>
<td>9,782</td>
<td>15,030</td>
<td>555</td>
<td>7</td>
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<tr>
<td>Gina Driscoll</td>
<td>31,103</td>
<td>55.07</td>
<td>10,659</td>
<td>19,481</td>
<td>915</td>
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<td><strong>Total</strong></td>
<td>56,477</td>
<td></td>
<td>20,481</td>
<td>34,511</td>
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<tr>
<td>Under Votes</td>
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<td>4,525</td>
<td>5,982</td>
<td>216</td>
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</table>
## County Referendum Question

(VOTE FOR) 1

<table>
<thead>
<tr>
<th>FOR the one-cent sales tax</th>
<th>139,780</th>
<th>82.62</th>
<th>29,444</th>
<th>108,277</th>
<th>2,039</th>
<th>20</th>
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</thead>
<tbody>
<tr>
<td>AGAINST the one-cent sales tax</td>
<td>29,407</td>
<td>17.38</td>
<td>7,147</td>
<td>21,911</td>
<td>344</td>
<td>5</td>
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<td>130,188</td>
<td>2,383</td>
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<td></td>
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<tr>
<td>Over Votes</td>
<td>35</td>
<td>4</td>
<td>31</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Under Votes</td>
<td>3,556</td>
<td>1,115</td>
<td>2,380</td>
<td>58</td>
<td>3</td>
<td></td>
</tr>
</tbody>
</table>

## City of Clearwater Referendum Question

(VOTE FOR) 1

Yes | 11,490 | 75.76 | 1,691 | 9,607 | 192 | 0 |
No  | 3,676  | 24.24 | 535  | 3,102 | 39  | 0 |
Total | 15,166 | 2,226 | 12,709 | 231 | 0 |
Over Votes | 2 | 1 | 1 | 0 | 0 |
Under Votes | 498 | 43 | 453 | 2 | 0 |

## City of Dunedin No. 1 Charter Amendment

(VOTE FOR) 1

Yes | 4,487 | 76.54 | 742 | 3,707 | 37 | 1 |
No  | 1,375 | 23.46 | 176 | 1,193 | 6  | 0 |
Total | 5,862 | 918 | 4,900 | 43 | 1 |
Over Votes | 0 | 0 | 0 | 0 | 0 |
Under Votes | 211 | 30 | 180 | 1 | 0 |

## City of Dunedin No. 2 Charter Amendment

(VOTE FOR) 1

Yes | 3,208 | 54.35 | 543 | 2,634 | 30 | 1 |
No  | 2,695 | 45.65 | 382 | 2,300 | 13 | 0 |
Total | 5,903 | 925 | 4,934 | 43 | 1 |
Over Votes | 2 | 0 | 2 | 0 | 0 |
Under Votes | 168 | 23 | 144 | 1 | 0 |

## City of Dunedin No. 3 Charter Amendment

(VOTE FOR) 1

Yes | 5,368 | 91.90 | 865 | 4,461 | 41 | 1 |
No  | 473   | 8.10  | 55  | 416   | 2  | 0 |
Total | 5,841 | 920 | 4,877 | 43 | 1 |
Over Votes | 2 | 0 | 2 | 0 | 0 |
Under Votes | 230 | 20 | 201 | 1 | 0 |

## City of Dunedin No. 4 Charter Amendment

(VOTE FOR) 1

Yes | 3,657 | 65.15 | 623 | 2,999 | 34 | 1 |
No  | 1,956 | 34.85 | 254 | 1,694 | 8  | 0 |
Total | 5,613 | 877 | 4,693 | 42 | 1 |
Over Votes | 1 | 0 | 1 | 0 | 0 |
Under Votes | 459 | 71 | 386 | 2 | 0 |
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<th>Yes</th>
<th>No</th>
<th>Total</th>
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